

Military Community and Family Policy (MC&FP)

in support of:

Military OneSource Program



Issued to:
ValueOptions Federal Services, Inc.

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CONTINUATION SHEET, BLOCKS 19-20, SCHEDULE OF SUPPLIES/SERVICES**BASE PERIOD:****CLIN 0001 - MANDATORY FIRM-FIXED-PRICE (FFP) CONTRACT LINE ITEM
NUMBER (CLIN)**

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
0001	Program Management (Tasks 1, 2, and 3) (excluding 4.1.9.1.2)	12	Month	(b) (4)	(b) (4)

CLIN 0002 - MANDATORY FIRM-FIXED-UNIT-PRICE (FFUP) CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
0002	Call Center Operations (Task 4)	12	Month	(b) (4)
	Description	Monthly Price		
Tier 1	Monthly Call Volume up to 60,000 calls			(b) (4)
Tier 2	Monthly Call Volume between 60,001-70,000 calls			
Tier 3	Monthly Call Volume between 70,001-80,000 calls			
Tier 4	Monthly Call Volume between 80,001-90,000 calls			
Tier 5	Monthly Call Volume between 90,001-100,000 calls			

**Ceiling is based on tier weightings established in the RFP. Actual monthly experience may vary.*

CLIN 0003 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
0003	Additional Call Center Support (Call Volume above 100,000 calls) (Task 4)	12	10,000 Calls	(b) (4)	

CLIN 0004 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
0004	IT OPS Management (Tasks 5, 6, and 7)	12	Month	(b) (4)	(b) (4)

CLIN 0005 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
0005	Counseling and Coaching (Tasks 8, 9, and 10)	(b) (4)	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
0005A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
0005B	Situational/Problem Solving Counseling: Telephonic/Online					
0005C	Health & Wellness Coaching: Telephonic/Online					
0005D	Financial Counseling: In-Person					
0005E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 0006 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
0006	Additional Counseling and Coaching (Tasks 8, 9, and 10)	(b) (4)	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
0006A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
0006B	Situational/Problem Solving Counseling: Telephonic/Online					
0006C	Health & Wellness Coaching: Telephonic/Online					
0006D	Financial Counseling: In-Person					
0006E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 0007 - MANDATORY TIME AND MATERIAL (T&M) CLIN

CLIN	Description	Total NTE (Not to Exceed) Ceiling	
0007	Strategic Outreach (Task 11)	\$3,472,980	
	Labor	Hours	Labor Ceiling
0007A	Strategic Outreach Labor	(b) (4)	(b) (4)
	Labor Category	Hours	Hourly Rate
	Fulfillment Coordinator	(b) (4)	(b) (4)
	Website Editor II		
	Senior Quality Analyst		
	Service Liaison		
	Non – Labor		Price
0007B	Strategic Outreach Long-Distance Travel (T&M) (Travel to support Strategic Outreach efforts)	NTE	(b) (4)
0007C	Strategic Outreach ODCs (T&M)	NTE	

CLIN 0008 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
0008	State Consultant Program (Task 12)	(b) (4)	Month	(b) (4)	(b) (4)

CLIN 0009 – LABOR HOUR CLIN

CLIN	Description	Total NTE Ceiling	
0009	Program Study and Evaluation Support Labor (PWS Section 4.1.9.1.2 Only)	\$48,801.33	
		Total Hours	Total Labor Ceiling
		(b) (4)	
	Labor Category	Hours	Hourly Rate
	Provider Supervisor	(b) (4)	(b) (4)
	Workforce Management Manager		
	Quality Auditor		
	Director of Quality Control		

CLIN 0010 – MANDATORY OCONUS TRAVEL ODC

CLIN	Description	NTE	Price
0010	OCONUS Travel ODC		(b) (4)

TOTAL BASE PERIOD CLINs:**\$74,600,496.21****FIRST OPTION PERIOD:****CLIN 1001 - MANDATORY FFP CLIN**

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
1001	Program Management (Tasks 1, 2, and 3) (excluding 4.1.9.1.2)	12	Month	(b) (4)	(b) (4)

CLIN 1002 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
1002	Call Center Operations (Task 4)	12	Month	(b) (4)
	Description			Monthly Price
Tier 1	Monthly Call Volume up to 60,000 calls			(b) (4)
Tier 2	Monthly Call Volume between 60,001-70,000 calls			
Tier 3	Monthly Call Volume between 70,001-80,000 calls			
Tier 4	Monthly Call Volume between 80,001-90,000 calls			
Tier 5	Monthly Call Volume between 90,001-100,000 calls			

**Ceiling is based on tier weightings established in the RFP. Actual monthly*

CLIN 1003 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
1003	Additional Call Center Support (Call Volume above 100,000 calls) (Task 4)	12	10,000 Calls	(b) (4)	(b) (4)

CLIN 1004 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
1004	IT OPS Management (Tasks 5, 6, and 7)	12	Month	(b) (4)	(b) (4)

CLIN 1005 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
1005	Counseling and Coaching (Tasks 8, 9, and 10)	221,042	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
1005A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
1005B	Situational/Problem Solving Counseling: Telephonic/Online					
1005C	Health & Wellness Coaching: Telephonic/Online					
1005D	Financial Counseling: In-Person					
1005E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 1006 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
1006	Additional Counseling and Coaching (Tasks 8, 9, and 10)	1,073	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
1006A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
1006B	Situational/Problem Solving Counseling: Telephonic/Online					
1006C	Health & Wellness Coaching: Telephonic/Online					
1006D	Financial Counseling: In-Person					
1006E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 1007 - MANDATORY TIME AND MATERIAL (T&M) CLIN

CLIN	Description	Total NTE Ceiling	
1007	Strategic Outreach (Task 11)	\$1,390,868	
	Labor	Hours	Labor Ceiling
1007A	Strategic Outreach Labor	(b) (4)	
	Labor Category	Hours	Hourly Rate
	Fulfillment Coordinator	(b) (4)	(b) (4)
	Website Editor II		
	Senior Quality Analyst		
	Service Liaison		
	Non - Labor		Price
1007B	Strategic Outreach Long-Distance Travel (T&M) (Travel to support Strategic Outreach efforts)	NTE	(b) (4)
1007C	Strategic Outreach ODCs (T&M)	NTE	

CLIN 1008 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
1008	State Consultant Program (Task 12)	12	Month	(b) (4)	(b) (4)

CLIN 1009 – LABOR HOUR CLIN

CLIN	Description	Total NTE Ceiling	
1009	Program Study and Evaluation Support Labor (PWS Section 4.1.9.1.2 Only)	\$30,857.83	
		Total Hours	Extended Price
		(b) (4)	(b) (4)
	Labor Category	Hours	Hourly Rate
	Provider Supervisor	(b) (4)	(b) (4)
	Workforce Management Manager		
	Quality Auditor		
	Director of Quality Control		
	Triage Consultants		
	Quality Manager		

CLIN 1010 – MANDATORY OCONUS TRAVEL ODC

CLIN	Description	NTE	Price
1010	OCONUS Travel ODC		(b) (4)

CLIN 1011 - MANDATORY FFP CLIN (7 months)

CLIN	Description	Ceiling Price			
1011	Childcare Support Services (Task 5)	(b) (4)			
CLIN	Description	Quantity	Unit	Unit Price	Extended Price
1011A	Childcare Support Services (1-3,000 memberships, monthly)	7	Month	(b) (4)	
1011B	Childcare Support Implementation	1	Month		

CLIN 1012 – MANDATORY FFUP CLIN (2 months – March 1, 2021 – April 30, 2021)

CLIN	Description	Quantity	Unit	Ceiling Price
1012	Section 4.5.5 Childcare Support	2	Month	(b) (4)
	Description	Total Maximum Monthly Price		
Tier 1	Monthly Memberships – 1 – 250 (b) (4) per unit)	(b) (4)		
Tier 2	Monthly Memberships – 251 – 500 (b) (4) per unit)			
Tier 3	Monthly Memberships – 501 – 750 (b) (4) per unit)			

TOTAL FIRST OPTION PERIOD CLINs:**\$81,186,774.83****SECOND OPTION PERIOD:****CLIN 2001 - MANDATORY FFP CLIN**

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2001	Program Management (Tasks 1, 2, and 3) (excluding 4.1.9.1.2)	12	Month	(b) (4)	(b) (4)

CLIN 2002 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
2002	Call Center Operations (Task 4)	12	Month	(b) (4)
	Description	Monthly Price		
Tier 1	Monthly Call Volume up to 60,000 calls	(b) (4)		
Tier 2	Monthly Call Volume between 60,001-70,000 calls			
Tier 3	Monthly Call Volume between 70,001-80,000 calls			

Tier 4	Monthly Call Volume between 80,001-90,000 calls	(b) (4)
Tier 5	Monthly Call Volume between 90,001-100,000 calls	(b) (4)

*Ceiling is based on tier weightings established in the RFP. Actual monthly experience may vary.

CLIN 2003 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
2003	Additional Call Center Support (Call Volume above 100,000 calls) (Task 4)	12	10,000 Calls	(b) (4)	(b) (4)

CLIN 2004 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2004	IT OPS Management (Tasks 5, 6, and 7)	12	Month	(b) (4)	(b) (4)

CLIN 2005 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price	
2005	Counseling and Coaching (Tasks 8, 9, and 10)	215,599	Sessions	(b) (4)	(b) (4)
	Description	# of Sessions Per Year	Session Price	Extended Price	
2005A	Situational/Problem Solving Counseling: In-Person	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2005B	Situational/Problem Solving Counseling: Telephonic/Online	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2005C	Health & Wellness Coaching: Telephonic/Online	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2005D	Financial Counseling: In-Person	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2005E	Financial Counseling: Telephonic/Online (includes Tax Consultations)	(b) (4)	(b) (4)	(b) (4)	(b) (4)

CLIN 2006 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
2006	Additional Counseling and Coaching (Tasks 8, 9, and 10)	11,600	Sessions	(b) (4)

	Description	# of Sessions Per Year	Session Price	Extended Price
2006A	Situational/Problem Solving Counseling: In-Person	(b) (4)	(b) (4)	(b) (4)
2006B	Situational/Problem Solving Counseling: Telephonic/Online			
2006C	Health & Wellness Coaching: Telephonic/Online			
2006D	Financial Counseling: In-Person			
2006E	Financial Counseling: Telephonic/Online (includes Tax Consultations)			

CLIN 2007 - MANDATORY TIME AND MATERIAL (T&M) CLIN

CLIN	Description	Total NTE Ceiling	
2007	Strategic Outreach (Task 11)	\$3,479,355	
	Labor	Hours	Labor Ceiling
2007A	Strategic Outreach Labor	(b) (4)	(b) (4)
	Labor Category	Hours	Hourly Rate
	Fulfillment Coordinator	(b) (4)	(b) (4)
	Website Editor II		
	Senior Quality Analyst		
	Service Liaison		
	Non - Labor		Price
2007B	Strategic Outreach Long-Distance Travel (T&M) (Travel to support Strategic Outreach efforts)	NTE	(b) (4)
2007C	Strategic Outreach ODCs (T&M)	NTE	

CLIN 2008 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2008	State Consultant Program (Task 12)	12	Month	(b) (4)	(b) (4)

CLIN 2009 – LABOR HOUR CLIN

CLIN	Description	Total NTE Ceiling	
2009	Program Study and Evaluation Support Labor (PWS Section 4.1.9.1.2 Only)	\$99,999.84	
		Total Hours	Total Labor Ceiling
		(b) (4)	(b) (4)
	Labor Category	Hours	Hourly Rate
	Provider Supervisor	(b) (4)	(b) (4)
	Workforce Management Manager	(b) (4)	(b) (4)
	Quality Auditor	(b) (4)	(b) (4)
	Director of Quality Control	(b) (4)	(b) (4)

CLIN 2010 – MANDATORY OCONUS TRAVEL ODC

CLIN	Description	NTE	Price
2010	OCONUS Travel ODC		(b) (4)

CLIN 2011 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
2011	Section 4.5.5 Childcare Support	12	Month	(b) (4)
	Description	Total Maximum Monthly Price		
Tier 1	Monthly Memberships – 1 – 250 (b) (4) per unit)	(b) (4)		
Tier 2	Monthly Memberships – 251 – 500 (b) (4) per unit)	(b) (4)		
Tier 3	Monthly Memberships – 501 – 1000 (b) (4) per unit)	(b) (4)		

CLIN 2012 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2012	Section 4.5.4 OurRelationship Implementation	2	Month	(b) (4)	(b) (4)

CLIN 2013 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2013	Section 4.5.4 OurRelationship Kineo Licenses and Maintenance Fees	2	Month	(b) (4)	(b) (4)

CLIN 2014 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
2014	Section 4.5.4 OurRelationship Registration and Management Support	2	Month	(b) (4)	(b) (4)

CLIN 2015 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
2015	Section 4.5.4 OurRelationship Couples Coaching	425	Sessions	(b) (4)	

TOTAL SECOND OPTION PERIOD CLINs: \$91,256,052.84

THIRD OPTION PERIOD:

CLIN 3001 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
3001	Program Management (Tasks 1, 2, and 3) (excluding 4.1.9.1.2)	12	Month	(b) (4)	(b) (4)

CLIN 3002 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
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3002	Call Center Operations (Task 4)	12	Month	(b) (4)
	Description	Monthly Price		
Tier 1	Monthly Call Volume up to 60,000 calls			(b) (4)
Tier 2	Monthly Call Volume between 60,001-70,000 calls			(b) (4)
Tier 3	Monthly Call Volume between 70,001-80,000 calls			(b) (4)
Tier 4	Monthly Call Volume between 80,001-90,000 calls			(b) (4)
Tier 5	Monthly Call Volume between 90,001-100,000 calls			(b) (4)

*Ceiling is based on tier weightings established in the RFP. Actual monthly experience may vary.

CLIN 3003 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
3003	Additional Call Center Support (Call Volume above 100,000 calls) (Task 4)	12	10,000 Calls	(b) (4)	

CLIN 3004 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
3004	IT OPS Management (Tasks 5, 6, and 7)	12	Month	(b) (4)	(b) (4)

CLIN 3005 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
3005	Counseling and Coaching (Tasks 8, 9, and 10)	205,325	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
3005A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
3005B	Situational/Problem Solving Counseling: Telephonic/Online					
3005C	Health & Wellness Coaching: Telephonic/Online					
3005D	Financial Counseling: In-Person					
3005E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 3006 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
3006	Additional Counseling and Coaching (Task 8, 9, and 10)	11,600	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
3006A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
3006B	Situational/Problem Solving Counseling: Telephonic/Online					
3006C	Health & Wellness Coaching: Telephonic/Online					
3006D	Financial Counseling: In-Person					
3006E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 3007 - MANDATORY TIME AND MATERIAL (T&M) CLIN

CLIN	Description	Total NTE Ceiling	
3007	Strategic Outreach (Task 11)	\$3,581,976	
	Labor	Hours	Labor Ceiling
3007A	Strategic Outreach Labor	(b) (4)	
	Labor Category	Hours	Hourly Rate
	Fulfillment Coordinator	(b) (4)	
	Website Editor II		
	Senior Quality Analyst		
	Service Liaison		
	Non – Labor		Price
3007B	Strategic Outreach Long-Distance Travel (T&M) (Travel to support Strategic Outreach efforts)	(b) (4)	
3007C	Strategic Outreach ODCs (T&M)		

CLIN 3008 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
3008	State Consultant Program (Task 12)	12	Month	(b) (4)	(b) (4)

CLIN 3009 – LABOR HOUR CLIN

CLIN	Description	Total NTE Ceiling	
3009	Program Study and Evaluation Support Labor (PWS Section 4.1.9.1.2 Only)	\$99,999.46	
		Total Hours	Total Labor Ceiling
		(b) (4)	
	Labor Category	Hours	Hourly Rate
	Provider Supervisor	(b) (4)	
	Workforce Management Manager		
	Quality Auditor		
	Director of Quality Control		

CLIN 3010 – MANDATORY OCONUS TRAVEL ODC

CLIN	Description	NTE	Price
3010	OCONUS Travel ODC		(b) (4)

CLIN 3011 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
3011	Section 4.5.5 Childcare Support	12	Month	(b) (4)
	Description	Total Maximum Monthly Price		
Tier 1	Monthly Memberships – 1 – 250 (b) (4) per unit)			(b) (4)
Tier 2	Monthly Memberships – 251 – 500 (b) (4) per unit)			(b) (4)
Tier 3	Monthly Memberships – 501 – 1,000 (b) (4) per unit)			(b) (4)

CLIN 3012 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
3012	RESERVED				

CLIN 3013 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
3013	Section 4.5.4 OurRelationship Kineo License & Maintenance Fees	12	Month	(b) (4)	(b) (4)

CLIN 3014 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
3014	Section 4.5.4 OurRelationship Couples Registration and Management Support	12	Month	(b) (4)	(b) (4)

CLIN 3015 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
3015	Section 4.5.4 OurRelationship Couples Coaching	2,500	Sessions	(b) (4)	(b) (4)

TOTAL THIRD OPTION PERIOD CLINs:

\$88,183,888.46

FOURTH OPTION PERIOD:

CLIN 4001 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
4001	Program Management (Tasks 1, 2, and 3) (excluding 4.1.9.1.2)	12	Month	(b) (4)	(b) (4)

CLIN 4002 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
4002	Call Center Operations (Task 4)	12	Month	(b) (4)
	Description			Monthly Price
Tier 1	Monthly Call Volume up to 60,000 calls			(b) (4)
Tier 2	Monthly Call Volume between 60,001-70,000 calls			
Tier 3	Monthly Call Volume between 70,001-80,000 calls			
Tier 4	Monthly Call Volume between 80,001-90,000 calls			
Tier 5	Monthly Call Volume between 90,001-100,000 calls			

**Ceiling is based on tier weightings established in the RFP. Actual monthly experience may vary.*

CLIN 4003 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
4003	Additional Call Center Support (Call Volume above 100,000 calls) (Task 4)	12	10,000 Calls	(b) (4)	

CLIN 4004 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
4004	IT OPS Management (Tasks 5, 6, and 7)	12	Month	(b) (4)	(b) (4)

CLIN 4005 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
4005	Counseling and Coaching (Tasks 8, 9, and 10)	205,325	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
4005A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
4005B	Situational/Problem Solving Counseling: Telephonic/Online					
4005C	Health & Wellness Coaching: Telephonic/Online					
4005D	Financial Counseling: In-Person					
4005E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 4006 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price		
4006	Additional Counseling and Coaching (Tasks 8, 9, and 10)	11,600	Sessions	(b) (4)		
	Description			# of Sessions Per Year	Session Price	Extended Price
4006A	Situational/Problem Solving Counseling: In-Person			(b) (4)		
4006B	Situational/Problem Solving Counseling: Telephonic/Online					
4006C	Health & Wellness Coaching: Telephonic/Online					
4006D	Financial Counseling: In-Person					
4006E	Financial Counseling: Telephonic/Online (includes Tax Consultations)					

CLIN 4007 - MANDATORY TIME AND MATERIAL (T&M) CLIN

CLIN	Description	Total NTE Ceiling	
4007	Strategic Outreach (Task 11)	(b) (4)	
	Labor	Hours	Labor Ceiling
4007A	Strategic Outreach Labor	(b) (4)	
	Labor Category	Hours	Hourly Rate
	Fulfillment Coordinator	(b) (4)	
	Website Editor II		
	Senior Quality Analyst		
	Service Liaison		
	Non - Labor		Price
4007B	Strategic Outreach Long-Distance Travel (T&M) (Travel to support Strategic Outreach efforts)	NTE	(b) (4)
4007C	Strategic Outreach ODCs (T&M)	NTE	

CLIN 4008 - MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
4008	State Consultant Program (Task 12)	12	Month	(b) (4)	(b) (4)

CLIN 4009 – LABOR HOUR CLIN

CLIN	Description	Total NTE (Not to Exceed) Ceiling	
4009	Program Study and Evaluation Support Labor (PWS Section 4.1.9.1.2 Only)	(b) (4)	
		Total Hours	Total Labor Ceiling
		(b) (4)	
	Labor Category	Hours	Hourly Rate
	Provider Supervisor	(b) (4)	
	Workforce Management Manager		
	Quality Auditor		
	Director of Quality Control		

CLIN 4010 – MANDATORY OCONUS TRAVEL ODC

CLIN	Description	NTE	Price
4010	OCONUS Travel ODC		(b) (4)

CLIN 4011 - MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Ceiling Price
4011	Section 4.5.5 Childcare Support	12	Month	(b) (4)
	Description			Total Maximum Monthly Price
Tier 1	Monthly Memberships – 1 – 250 (b) (4) per unit)			(b) (4)
Tier 2	Monthly Memberships – 251 – 500 (b) (4) per unit)			
Tier 3	Monthly Memberships – 501 – 1,000 (b) (4) per unit)			

CLIN 4012 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
4012	RESEVED				

CLIN 4013 – MANDATORY FFP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Total FFP
4013	Section 4.5.4 OurRelationship Kineo Licenses and Maintenance Fees	12	Month	(b) (4)	(b) (4)

CLIN 4014 – MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
4014	Section 4.5.4 OurRelationship Registration and Management Support	12	Month	(b) (4)	

CLIN 4015– MANDATORY FFUP CLIN

CLIN	Description	Quantity	Unit	Unit Price	Ceiling Price
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4015	Section 4.5.4 OurRelationship Couples Coaching	2500	Sessions	(b) (4)
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TOTAL FOURTH OPTION PERIOD CLINs:

(b) (4)

GRAND TOTAL ALL CLINs:

\$426,296,240.13

CONTRACT CLAUSES

552.212-4 Contract Terms and Conditions—Commercial Items (FAR DEVIATION) (FEB 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this

contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Items – Alt I (JAN 2017)

For the time-and-materials contract line items, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic 52.212-4 clause.

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the contractor or a subcontractor, the contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the contractor to replace or correct

services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[The portion of the labor rate attributable to profit is less than 10 percent.]*

(5)(i) If the contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the contractor to remedy by correction or replacement, without cost to the Government, any failure by the contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the contractor's managerial personnel; or

(ii) The conduct of one or more of the contractor's employees selected or retained by the contractor after any of the contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*This is not applicable because all subcontracts for services are excluded from the hourly rates on the T&M CLIN because the four labor categories included under this CLIN are direct VOFS employees and are not subcontracts.*];; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments*. (1) *Work performed*. The Government shall pay the contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract shall not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates shall be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the contractor furnishes materials that meet the definition of a commercial Item at 2.101, the price to be paid for such materials shall not exceed the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government shall reimburse the contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs shall not be reimbursed.

(1) *Other Direct Costs.* The Government shall reimburse the contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Other Direct costs under this contract cannot be ascertained with a high degree of certainty and therefore the value was provided by the Government for this CLIN as a NTE amount. As such, the elements of "other direct costs" is TBD. Our historical experience with this contract by way of example, but not all-inclusive, would possibly include elements like fulfillment costs, webinar transcription costs and outreach assistant costs.]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government shall reimburse the contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[As with other direct costs, these costs cannot be ascertained with a high degree of certainty and therefore is also TBD.]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the contractor has reason to believe that the hourly rate payments and material costs that shall accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, shall exceed 85 percent of the ceiling price in the Schedule, the contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the contractor has reason to believe that the total price to the Government for performing this contract shall be substantially greater or less than the then stated ceiling price, the contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract shall be substantially greater or less than the stated ceiling price, the Contracting

Officer shall advise the contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government shall not be obligated to pay the contractor any amount in excess of the ceiling price in the Schedule, and the contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) shall have access to the following (access shall be limited to the listing below unless otherwise agreed to by the contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

- (A) The original timecards (paper-based or electronic);

- (B) The contractor's timekeeping procedures;

- (C) The contractor's records that show the distribution of labor between jobs or contracts; and

- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

- (A) Any invoices or subcontract agreements substantiating material costs; and

- (B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days shall pay any such increases, unless the parties agree otherwise. The contractor's payment shall be made by check. If the contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (B) Affected contract number and delivery order number, if applicable;

- (C) Affected line item or subline item, if applicable; and

- (D) The contractor's point of contact.

- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer shall issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the contractor has requested an installment payment agreement; or

(C) The contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the contractor;

(B) The date of issuance of a Government check to the contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the contractor as the “completion invoice” and supporting documentation, and upon compliance by the contractor with all terms of this contract, any outstanding balances shall be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release

discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the contractor to third parties arising out of performing this contract, that are not known to the contractor on the date of the execution of the release, and of which the contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government shall make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the contractor plus reasonable charges the contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(End of clause)

ADDENDUM TO 552.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

ADDITIONAL FAR, DFARS AND GSAR CLAUSES

This notice incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at www.acquisition.gov.

FAR	TITLE	DATE
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.217-7	Option for Increased Quantity—Separately Priced Line Item Fill-In: 30 Days	MAR 1989
52.217-8	Option to Extend Services Fill-In: 30 Days	NOV 1999
52.217-9	Option to Extend the Term of the Contract (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.	MAR 2000
52.222-49	Service Contract Labor Standards—Place of Performance Unknown Fill-In: (a) “Within 10 miles of the Pentagon (Arlington, VA); Allentown, PA; Bellevue, WA; Chesapeake, VA; Monroe, WI and other TBD locations.	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991

DFARS	TITLE	DATE
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Security Office POC: Andrea Dezan, DoDEA 4800 Mark Center Drive, Rm 05G13 Alexandria, VA 22350-2300 (b) (6)	JUN 2015
252.227-7015	Technical Data–Commercial Items	FEB 2014
225.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
225.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7007	Limitation on Government’s Obligation	APR 2014
252.243-7002	Requests for Equitable Adjustment	DEC 2012

GSAR	TITLE	DATE
552.215-73	Notice	JUL 2016
552.219-71	Notice to Offerors of Subcontracting Plan Requirements	OCT 2016
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans	OCT 2016

DFARS CLAUSES INCORPORATED BY FULL TEXT

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) *Definition.* As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

PERFORMANCE WORK STATEMENT (PWS) (552.212-4 ADDENDUM CONTINUED)

1.0 INTRODUCTION

On behalf of the Military Departments and the Guard and Reserve Components, the Department of Defense (DoD) requires a contractor to provide services in support of the Military OneSource program for military members and their families, similar to a commercial Employee Assistance Program (EAP). This program provides members of the Armed Forces and their families, about 5.2 million persons “participants” at locations worldwide, with a broad array of information and referrals to both military and civilian resources as well as counseling services. Over the course of this contract, the DoD may also designate other categories of personnel to be participants.

These services shall be available 24 hours a day, seven days a week (24/7), through the Internet, by telephone (via 800 number and collect calls), electronic mail (e-mail), postal mail, video

counseling, and face-to-face counseling (which is provided upon request). This is a dynamic environment encompassing comprehensive support systems related to military members and their families. A key goal of the Military OneSource program is to ensure that the program's resources and support reach the service members and family members who need them. The comprehensive nature of the Military OneSource program allows it to be a true "one source" of information and resources so that, once engaged, participants are encouraged to return to the program to have additional needs met. The 24/7 nature of call center operations allows for call center staff to hear stated and unstated needs and provide support that is appropriate and effective.

Unpredictable world events (such as natural or man-made disasters) and military situations (such as unscheduled deployments) may affect this contract, thus challenging DoD and the contractor with developing innovative options and solutions to support military members and their families in a "just-in-time" mode.

2.0 SCOPE OF WORK

The scope of the Military OneSource program encompasses all resources and development of resources, processes, personnel, materials, training, equipment, and technology necessary to provide service members and their families with unlimited access (via 24-hour, toll-free telephone, live video, and on-line/Internet) to stateside and international information, referral, and counseling services available through a centralized source.

There are emerging needs for this requirement; some already established, others arising, and additional needs are expected to develop in the future. It can be challenging to predict specific emerging needs; therefore, the flexibility and capacity of the contractor to address these needs is most imperative. This is a dynamic environment encompassing quality of life support systems for military members and their dependents. The intent is to have a flexible contract that allows the Government to quickly address changing social dynamics, educational requirements, and/or military missions. The evolving needs of the participants may drive modification of Military OneSource program to satisfy such in a rapidly changing environment. Participant needs require a contractor to employ a broad range of both military specific and civilian resources to quickly adjust based on demand.

2.1 ELIGIBLE PARTICIPANTS

Individuals are eligible to be Military OneSource participants and receive all services if they are:

- a. Active duty members of the Military Services, as defined by DoD Directive (DoDD) 5100.01, and their immediate family, which includes spouses as defined by 1 United States Code (U.S.C.) Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation.
- b. Members of the Army Guard, Air Guard, the Army, Navy, Marine Corps, and Air Force Reserves (including the Selected Reserve, Individual Ready Reserve, and Standby Reserve) and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation.
- c. Members of the United States (U.S.) Coast Guard on active duty and activated reserve personnel deployed or mobilized under the Title 10 authority of the DoD and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and

anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation.

- d. DoD expeditionary civilians during the 90 days prior to deployment and 180 days post-deployment and their immediate family, which includes spouses as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a DoD expeditionary civilian's children or dependent parent during deployment or separation (see Attachment 3).
- e. Survivors of deceased service members, regardless of cause of death. Eligibility applies to survivors of Active Duty, Guard, and Reserve service members regardless of activation status. Survivors include un-remarried surviving spouses as defined by 1 U.S.C. Section 7 and children.
- f. Military academy cadets. Students enrolled in one of the service academies for the Army, Navy, or Air Force.

Limited services, generally those that are not billed per unit of service, are available to the following individuals: DoD civilians, National Guard and Reserve employees, Government contractors, State Government civilians, contractors, and organizations that provide direct support to service members and military family members, to include employees of Navy Fleet and Family Readiness, Army Community Services, Marine Corps Community Services, Air Force Family Readiness; Medical Personnel and employees of the DoD Education Activity, State Joint Forces Headquarters (HQ), Family Assistance Centers, Veterans Department, American Legion, and Veterans of Foreign Wars in support of their efforts to assist military members and their families. Family members of employees are not eligible.

There are other participant populations that receive partial and time-limited services which are specific and subject to change such as medically discharged service members and their immediate family; caregivers and parents of Wounded, Ill, and Injured; retired and discharged service members and their immediate family; non-military/non-spouses (i.e., partners and former spouses as defined by 1 U.S.C. Section 7) who are the parent of a dependent child; parents and extended family members of Active Duty, Guard, and Reserve service members; Reserve Officers' Training Corps; and Delayed Entry Recruits, their parents, and immediate family members.

A Military OneSource Eligibility Matrix shall be provided to the contractor by DoD upon contract award.

2.2 INFORMATION/REFERRAL AND EDUCATION/CONSULTATION SERVICES

The Military OneSource program includes, but is not limited to, call center operations providing expert information/referral and educational/consultation services, as well as educational/information materials and non-medical counseling services. Information/referral and education/consultation services shall cover the full range of quality of life services/programs in both the military and civilian sectors. Services shall be provided both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS) through Military OneSource. Face-to-face non-medical counseling with Military OneSource shall be provided within the CONUS. For face-to-face non-medical counseling OCONUS, participants shall be offered a referral to the closest installation's Military and Family Life Counseling (MFLC) Program.

2.3 PERSONNEL REQUIREMENTS

Military OneSource provides professional and technical expertise, as required, in a variety of disciplines that impact the lives of military members and their families. The triage consultants shall be available 24/7, to provide expert consultation, education, information, and referral services. These services shall be consultative in nature; solicitation of any type is prohibited under this contract.

All Military OneSource staff, network providers, health and wellness coaches, and financial counselors or any other contract or subcontracted personnel performing any part of this requirement, or having access to any data, information, or work product generated during the performance of this contract, shall be U.S. citizens and shall speak fluent English.

Military OneSource staff, network providers, health and wellness coaches, and financial counselors or any other contract or subcontracted personnel performing any part of this requirement may not transport any Military OneSource-connected participant in any vehicle and may not physically enter a participant's home at any time.

3.0 APPLICABLE DOCUMENTS AND REFERENCES

Information sources used for program and content development shall be from official Government sources or authorized affiliates (see Attachment 26, Reference 10). Internet domains .gov, .mil, and .edu are the primary resource sources for mandatory compliance requirements of this Performance Work Statement (PWS).

The contractor's name or corporate logo, as well as any reference to the contractor, shall not be included on any documentation, literature, or materials associated with Military OneSource, to include the Military OneSource web presence.

Proprietary rights for all products, services, databases, and resources developed for the Military OneSource program are property of the Government and shall be retained by the Government upon contract completion.

4.0 REQUIREMENTS FOR THE MILITARY ONESOURCE PROGRAM

The contractor shall provide call center services to manage and operate DoD's Military OneSource program, 24/7. Call center(s) shall be located in the CONUS. Information and referral services provided include, but are not limited to, adoption information, child care, exceptional family member programs (see Attachment 4), deployment support, disability information, elder care, educational services for adults, children and youth, spouse education and career information, relocation services, pet care, non-medical counseling, financial counseling, tax assistance, health and wellness coaching, housing assistance, legal service referrals, single service member services, lodging, military benefits, relationship support, parenting, spouse relocation and transition, peer-to-peer support, and everyday issues (e.g., locating a plumber, car repair, etc.). As Government programs and requirements change, the contractor shall support these as directed and approved by the Military Community Support Programs Team (e.g., The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR), Military OneSource Technical Point of Contact (TPOC), and Authorized Government Personnel).

4.1 TASK 1: PROGRAM MANAGEMENT SUPPORT

4.1.1 PROGRAM MANAGEMENT OBJECTIVE

To establish a program management team to assure the consistent delivery of high quality services to participants. It is desired that the program management team possess demonstrated knowledge and experience in dealing with military quality of life programs and services.

4.1.2 MINIMUM REQUIREMENTS FOR PROGRAM MANAGEMENT

The contractor shall provide program management support under this contract. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this PWS.

The contractor staff shall provide expert consultation and education on a wide array of topics including the establishment of business applications; interpreter and translation services; back-up operations and surge handling; developing the technological infrastructure necessary to operate a call center; and refreshing the technology used to maintain it state-of-the-art.

The contractor shall develop and maintain internal business processes, tools, and technical expertise to integrate all elements of the Military OneSource requirements to support and maintain a system of counselors and support staff at a level of readiness over the contract's period of performance.

- a. The contractor shall develop and maintain processes and procedures to support the warm hand-off of participants to other counselors and/or community resources.
- b. The contractor shall develop and maintain management processes and procedures to provide services to participants worldwide.
- c. The contractor shall develop and maintain management processes to provide back up call center support.
- d. The contractor shall develop and maintain established management processes and procedures to meet peak usage periods and manage spikes in call volume.

No formal written modifications of processes, policies, or procedures can be implemented without written acknowledgement from the Military Community Support Programs Team. All program adjustments or changes in work flow for non-medical counseling shall be discussed with and approved in writing by the Military Community Support Programs Team and FEDSIM CO. The contractor shall adhere to Government provided policies and procedures for each type of service delivery.

The contractor shall develop and maintain a management process to meet Section 508 of the Workforce Investment Act of 1998 and all DoD security requirements as applicable. The contractor shall comply with the DoD Directives and Instructions, to include all future updates, referenced in Attachment 26.

The contractor shall work collaboratively with the Government and other Government contractors to present a unified, cohesive effort in delivering services to participants, to include roundtable meetings with the Government as directed.

The contractor shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor. The contractor staff to include network providers, health and wellness coaches, and financial counselors is not authorized to speak to the media/press regarding Military OneSource or their work with Military OneSource participants

without specific written approval from the Military Community Support Programs Team. All media/press inquiries should be forwarded via Contractor to the Military Community Support Programs Team. Contractor staff to include network providers, health and wellness coaches, and financial counselors shall not engage in political discussions with participants concerning DoD policy as they shall remain focused on providing support. Contractor staff to include network providers, health and wellness coaches, and financial counselors shall not represent the Government at any Federal, state, or military meeting or event.

The Contractor shall establish and maintain a customer-service atmosphere of respect and concern for every Service member or family member, regardless of grade/rank, race, color, national origin, sex, religion, age, or disability IAW guidance issued by DOJ, DHHS, DOL, and the Small Business Administration (SBA).

The Contractor shall provide quarterly updates on the contractor's performance plan related to the Service Level Agreements (SLAs) and Performance Metrics (see Attachment 21).

4.1.3 COORDINATE A PROGRAM KICK-OFF MEETING

The contractor shall schedule and coordinate a Program Kick-Off Meeting at the location approved by the Government (Section 5.12, Deliverable 02). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the FEDSIM COR

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section 5.12, Deliverable 01) for review and approval by the Military Community Support Programs Team prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contact (POCs) for all parties.
- b. Draft Program Management Plan (PMP) (Section 5.12, Deliverable 06) and discussion including schedule, tasks, etc.
- c. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- d. Program Staffing Plan and status.
- e. Transition-In Plan (Section 5.12, Deliverable 13) and discussion.
- f. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- g. Invoicing requirements.
- h. Transition discussion.
- i. Final Baseline Quality Control Plan (QCP) (Section 5.12, Deliverable 10).

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section 5.12, Deliverable 03) documenting the Kick-Off Meeting discussion and capturing any action items.

4.1.4 PREPARE A PROGRAM MANAGEMENT PLAN (PMP)

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section 5, Deliverable 06) on which the Government will make comments. The final PMP (Section 5, Deliverable 07) shall incorporate the Government's comments.

The PMP shall:

- a. Describe the proposed management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- c. Include milestones, tasks, and subtasks required in this contract.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
- e. Describe in detail the contractor's approach to risk management under this contract.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.

4.1.5 UPDATE THE PROGRAM MANAGEMENT PLAN (PMP)

The PMP is an evolutionary document that shall be updated annually at a minimum (Section 5, Deliverable 08). The contractor shall work from the latest Government-approved version of the PMP.

4.1.6 PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted (Section 5, Deliverable 09). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Attachment 42.

4.1.7 TRAINING

The contractor shall develop and maintain a Military OneSource program contractor staff (to include subcontractors) training program and methodology to ensure all contractor staff supporting Military OneSource are current on military service specific matters, understand military terminology, and are familiar with evolving issues that affect military members and their families.

The Government shall provide initial one-hour virtual training for utilization of the Case Management System (CMS) in a curriculum that can be provided in a "train the trainer" format after the initial training is completed. Ongoing contractor provided virtual training shall be available thereafter.

All training pertaining to the Military OneSource program shall be reviewed and approved by the Military Community Support Programs Team prior to utilization of the training program or module. All contractor staff shall be trained prior to supporting the program. The contractor training shall pertain specifically to the military population:

- a. Services and support provided by Military OneSource to participants.
- b. Military life and sensitivity.
- c. Military programs and benefits to include, but not limited to: MWR information, shopping services (commissary and post exchange locations), special needs services for children and adults, referrals for substance abuse and mental health counseling to MTF, referrals to the MFLC Program, TRICARE, wounded warrior support, Thrift Savings Plan (TSP), Savings Deposit Program (SDP), Blended Retirement System, and Service members' Group Life Insurance (SGLI).
- d. Standardized cultural training and guidance on each service component to include: Army, Navy, Air Force, Marine Corps, Coast Guard, Army National Guard, Army Reserve, Air National Guard, Air Force Reserve, Marine Corp Reserve, and Naval Reserve.
- e. Restricted Reporting, Mandated Reports, and Duty to Warn Reports and protocols (see Attachments 16 and 26, References 39 through 42). This training shall cover guidance, policies, and procedures provided by the Government and business processes related to protocols created by the contractor and approved in writing by the Government. Training shall also include FAP procedures and protocols as well as other service entities with which they may come in contact regarding a Restricted Reporting referral, Mandated Report or a Duty to Warn (see Attachments 16 and 26, Reference 39). This training shall be renewed every six months for Military OneSource call center staff; and annually for non-medical counselors and network providers, health and wellness coaching and financial counselors.
- f. Guidance for Military OneSource call center staff and non-medical counselors in the event of a disaster (see Attachment 26, Reference 37).
- g. Deployment and reintegration.
- h. Evidence-based care for assessment, management, and intervention of suicide-related behavior.
- i. Specialty consultations provided through the Military OneSource program.
- j. Non-medical counseling and scope of care. Scope of care is limited to specific Z-codes (see Attachment 3). There is a prohibition on providing clinical mental health counseling, treatment and/or therapy, or substance abuse treatment (see Attachment 26, Reference 54). Training shall include a screening process for scope of care.
- k. Warm hand-offs and the referral process (see Attachments 5 and 6).
- l. Required Military OneSource documents such as Case Records, Case Notes and Case Closure; utilization of Z-codes and referral to a clinical mental health counseling provider including submission deadlines and methodology (see Attachments 8 and 9).
- m. Cyber Awareness Challenge for non-DoD personnel: <http://iase.disa.mil/eta/>
- n. PII: <http://iase.disa.mil/eta/>
- o. Reporting Adverse Incidents (see Attachment 17).
- p. Develop and maintain a training program and methodology, reviewed and approved by the Government, to ensure Special Needs consultants remain proficient on Special Needs issues affecting military families.

The contractor shall design and implement a method for regularly updating personnel on current/emerging issues pertaining to military life. The contractor staff and network providers shall be familiar with evolving issues that affect military members and their families.

All required training, including vendor specific subject matter tests, shall be completed successfully prior to being referred to or working with a Military OneSource participant. Training shall be renewed on an annual basis, with the exception of Restricted Reporting, Mandated Reports and Duty To Warn Reports and protocols training, which shall be renewed every six months for Military OneSource call center staff only (reference PWS section 4.8.4)

The contractor shall update training when appropriate and such training shall be approved by the Government to ensure that any changes to instructions, protocols, procedures, programs, and services are accurately reflected and are current. The contractor shall provide updated training in the event there is a significant change in the Military OneSource program and/or DoD Instructions.

4.1.7.1 ANNUAL CERTIFICATION AND VERIFICATION

The contractor shall annually certify and be able to demonstrate to the Military Community Support Programs Team or FEDSIM CO, at any time in writing, that the contractor staff to include non-medical counseling network providers, health and wellness coaches, and financial counselors have comprehensive/current knowledge of their respective disciplines, military culture and life training, scope of care for non-medical counseling, current issues affecting military families, such as relocation, separation, and deployments, and all requirements of this contract.

The contractor shall annually verify the credentials of the non-medical counselor staff and network providers to include non-medical counseling supervisory staff and shall demonstrate to the Military Community Support Programs Team or the FEDSIM CO, at any time in writing, and shall provide documentation that verification was performed.

4.1.8 MONTHLY REPORTS OBJECTIVE

The Government requires detailed monthly reports that include data analysis and trends of program utilization, quality assurance, evidence of program effectiveness, and successful participant outcomes. Accurate details of utilization and quality metrics shall allow the DoD and Military Services to redirect and refocus program and contract efforts to target participant needs as required (see Attachment 18).

4.1.8.1 MINIMUM REQUIREMENTS FOR MONTHLY REPORTS AND QUARTERLY CONTRACTING REPORT

The contractor shall deliver monthly, a Military OneSource Report (Section 5.12, Deliverable 18) and Financial Disbursement Report (Section 5.12, Deliverable 19). Monthly submissions shall be due beginning on the 15th of the month following the first month of full performance and on the 15th of each month thereafter throughout the period of performance. The contractor shall also deliver quarterly, a Quarterly Contracting Report (Section 5.12, Deliverable 25). The Quarterly Contracting Report submission shall be due 10th calendar day of the next month. Submissions of reports shall be in Microsoft (Word or Excel) format and uploaded directly to a folder specified by the Military Community Support Programs Team upon award. Requirements for the monthly reports also include the following:

- a. The Government will have ten business days for review and acceptance/rejection of the monthly contracting and financial disbursement reports.
- b. In the event that the Government rejects either of these reports, completely or in part, the contractor shall have ten business days to resubmit the report to the Government.

- c. The contractor shall capture and report all participant contacts by Military Service and installation, Service member, or family member, to include Guard and Reserve, on a monthly basis. A complete list of the current military installations can be found at the following link: <http://www.militaryinstallations.dod.mil>
- d. Required Data in Reports – The monthly reports shall include, but shall not be limited to the information contained in Attachments 18 and 26, Reference 35.
- e. The contractor shall submit the monthly reports, including totals of all reporting requirements listed above, not later than the 15th of each month after the reporting period.
- f. In addition to the monthly reports, the contractor shall deliver ad-hoc reports to the Military Community Support Programs Team as required. These ad-hoc reports often have very short suspense times and average three to five per month.
- g. The contractor shall provide all Government documents and intellectual property in a Word or Adobe PDF format within 15 days of contract completion.

4.1.8.2 DATA DICTIONARY

The contractor shall deliver, as requested, a Data Dictionary to assist the Military Community Support Programs Team in the collection of raw data for specific data elements. The purpose of the data dictionary is to compile a specific list of data elements that represent data collections that are contained in one or more contractor and/or government data management systems. As the list of data elements is compiled into a Data Dictionary, the raw data extract for those elements may be requested on an on-going or ad-hoc basis for analysis by the Military Community Support Programs Team.

4.1.9 QUALITY CONTROL OBJECTIVE

To ensure Military OneSource participants receive the highest quality services possible.

4.1.9.1 MINIMUM REQUIREMENTS FOR QUALITY CONTROL

The contractor shall identify, within the QCP, the measures necessary for monitoring performance for all Military OneSource operations to meet minimum standards in the SLAs and Performance Metrics (see Attachment 21).

The contractor shall maintain and provide all records and reports pertaining to quality assurance documentation for the life of this contract, and make them available for Government review at any time during performance.

The contractor shall collect service delivery information focusing on key quality factors to include, but not limited to, appropriateness; effectiveness; successful outcomes, and any or all of the dimensions of quality such as accessibility, availability, efficiency, continuity, safety, timeliness, and respectfulness.

The contractor shall review several sources of information to identify patterns and trends including Case Record Review reports; quarterly review of incidents, accidents, and grievances; and customer satisfaction data, customer outcomes data, and management and operations data and reports.

The contractor shall be able to demonstrate at any time to the Military Community Support Programs Team or the FEDSIM CO, in writing, that the contractor staff, network providers,

health and wellness coaches, and financial counselors are providing appropriate support to Service members and their families.

The QCP for all Military OneSource non-medical counseling shall meet, at a minimum, a level consistent with COA or URAC Performance and Quality Improvement (PQI) standards. Although “accreditation” with the COA or URAC is not a requirement of this contract, the quality assurance guidelines from COA or URAC, for EAP services, shall be met at a minimum (see Attachment 26, Reference 10).

The contractor shall conduct reviews of case records for non-medical counseling to evaluate the presence, clarity, quality, and continuity of required documents using uniform forms to ensure consistency; reviews shall also include a random sample of both open and closed cases. The contractor shall provide a plan and method to review case records objectively, avoiding conflict of interest and including a case record review form that defines and tracks vital documents and elements. Documents included in the case record review may include assessments, service plans, appropriate consents, progress or case notes or summaries or case closure summaries, evidence of quarterly case supervision if required, relevant signatures, and service outcomes. The contractor shall review one or two quality issues that assess appropriateness, need for, and effectiveness of services. Criteria for assessing quality issues such as appropriateness, need for, and effectiveness of services can include services needed and provided or obtained, length of service, changes in status or level of service, need for continued service, compliance with mandated review indicators, and timeframes. The Government has provided a benchmark for sampling for case record reviews to identify trends and patterns following guidelines based on an annual number of case records that meets the minimum standards recommended by COA or URAC. COA or URAC guidance for sample size shall be followed. The contractor may identify and propose a developed and proven methodology, which meets the minimum standards of COA or URAC, identifying sample size, confidence levels, size of the network, and number of providers providing Military OneSource non-medical counseling, trends and patterns, to include open and closed cases. This methodology shall be approved, in writing, by the Military Community Support Programs Team prior to implementation on this Contract. Additionally, the contractor shall support requests for record searches and record release as requested.

All cases identified as an adverse incident shall be reviewed for quality assurance and risk management by the contractor and the Military Community Support Programs Team (see Attachment 17).

The contractor shall provide PQI standards to include the use of data to identify areas of needed improvement and implement improvement plans in support of achieving performance targets, program goals, participant satisfaction, and positive participant outcome. The plan shall integrate the findings of external contractor review processes, including licensing reviews, information related to compliance with Federal, state, and department requirements, Governmental audits, accreditation, and other reviews into its PQI process, where appropriate. The plan shall include an inclusive approach to establishing measured performance goals, participant outcomes, indicators, and sources of data that ensure broad-based support for useful performance and outcomes measurement.

4.1.9.1.1 Research And Development (RAND) National Defense Research Institute (NDRI) Study Support

In order to support the Military Family Readiness Council recommendation to better understand the needs of certain military subsets, RAND NDRI researches the use of Military OneSource

Call Center by these participants. The subsets are Junior Enlisted (E3-E6), service members and family members transitioning from the military (preparing for separation and 365 days post separation or retirement), and participants calling for relationship issues.

The contractor shall provide a record collection (Section 5.12, Deliverable 24) in response to the request from RAND NDRI to include calls and chat transcripts for a total amount of 150. Calls and transcripts shall be pulled from each of the call centers, various consultants, and at various times during the day. The contractor's support of this request shall adhere to the collection, labeling, and transfer guidelines provided by RAND NDRI.

4.1.9.1.2 Program Study and Evaluation Support

In order to support the evolving needs of service members and their families, the Government will occasionally support studies and evaluations of the Military OneSource program, by outside organizations, to better understand the needs of certain military subsets and the use of Military OneSource services by participants.

The contractor shall provide support for study/evaluations record collections (Section 5.12, Deliverable 26) in response to requests from the Government to include calls, chat transcripts, services provided, and contact information of participants. For each collection, specific instructions and guidelines will be provided as to how the records or data should be collected. Furthermore, the contractor's support of these requests shall adhere to the collection, labeling, and transfer guidelines provided by the Government.

4.1.9.2 UPDATE BASELINE QCP

The contractor shall update the QCP submitted with its proposal and provide a final baseline QCP as required in Section 5.12, Deliverable 10. The contractor shall periodically update the QCP, as required in Section 5 - Deliverables or Performance (Section 5, Deliverable 11), as changes in program processes are identified.

Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the contract. The contractor's QCP shall describe its quality control methodology for accomplishing contract performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The QCP shall describe how the processes integrate with the Government's requirements.

4.1.10 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for All Other Defense Components via a secure data collection site: the Enterprise Contractor Manpower Reporting Application (ECMRA). The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a

contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

4.2 TASK 2: CASE MANAGEMENT SUPPORT

4.2.1 CASE MANAGEMENT SUPPORT OBJECTIVE

The contractor shall report data outside the CMS system. The contractor shall not load its provider network into the CMS. Attachment 7 provides an overview of the relationship between the government-provided CMS and the contractor's documentation requirement listed in Section 4.8.5. Attachment 8 provides a more detailed overview to guide the contractor in performance of this requirement. The Government will provide the contractor a CMS to collect and maintain Military OneSource participant information. The CMS will be used by multiple programs requiring individual participant information tracking as designated by the Government. The CMS online application is accessed and used by all authorized Government personnel and their contracted representatives. The Government will operate and maintain the CMS through a separate contract.

4.2.2 CASE MANAGEMENT SYSTEM (CMS) SUPPORT REQUIREMENTS

The contractor shall provide the number and role of users that shall require access to the CMS. The contractor shall be responsible for the following in the CMS:

- a. Recording case information.
- b. The exchange of the information with the provider network.
- c. Recording quick call contacts into the CMS.

All communications to and from the CMS shall use encrypted communication protocols between the CMS hosts and the end user terminals (Hypertext Transfer Protocol Secure (HTTPS)).

All communications to the CMS shall be IAW DoDI 8500.01 (see Attachment 26, Reference 22) compliant hosts, computers, or terminals. The Government reserves the right to audit host compliance with this directive. Access to contractor facilities, networks, and hosts shall be provided for the purposes of these audits.

All users of the CMS shall obtain and maintain a valid DoD approved External Certification Authority (ECA) user certificate or Common Access Card (CAC). CACs shall only be provided for a very limited number of contractor personnel. All others shall obtain an ECA. ECAs are provided by authorized, private Certificate Authorities and shall have an associated cost for each ECA. The contractor may choose from any of the DoD authorized ECA providers. See <https://iase.disa.mil/pki/eca/Pages/index.aspx> for more information about ECAs.

4.3 TASK 3: TRANSITION SUPPORT

4.3.1 TRANSITION-IN SUPPORT

The contractor shall update the draft Transition-In Plan provided with its proposal and provide a final Transition-In Plan as required in Section 5.12, Deliverable 13. The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No

Later Than (NLT) 10 calendar days after award, and all transition activities shall be completed 90 calendar days after approval of final Transition-In Plan (Section 5, Deliverable 13).

The Transition-In Plan shall discuss the process for transferring services, including open cases and associated data as well as the following:

- a. Call center staff shall respond to 100% of incoming calls no later than transition-in complete.
- b. All records including currently opened records must be fully transitioned.
- c. At the end of the 90-day transition-in period, quality assurance metrics shall be met and all Government-Furnished Information (GFI) and Government-Furnished Property (GFP) shall be transferred and fully integrated into the performance and administration of this contract.
- d. Content of Education and Information materials (for participant download or mailing) shall be available for DoD review no later than transition-in complete.
- e. The Transition-In Plan shall identify quality assurance measures that shall allow the Government to exercise its responsibilities for monitoring contractor performance. In addition, the contractor shall identify any transition risk factors and plans for managing those risks.
- f. The contractor shall obtain necessary ECAs (see Attachment 9), as needed, for Military OneSource State consultants.
- g. The contractor shall deliver a program plan and timeline to achieve an Interim Authority to Operate (IATO) within 120 days of award. The full ATO is required within 180 days of the date the IATO was issued.

Every week, the contractor shall provide a Transition Status Report (Section 5.12, Deliverable 12), in contractor format, detailing the status of implementation milestones for call center operations, reports, disaster recovery, general education/information materials, specialty consultations, all non-medical counseling services, financial counseling, health and wellness coaching, and all program oversight elements to include status of subcontracts.

The contractor's program management structure, organization, and facilities shall be in place and fully operational at the end of the 90 day transition in period. At completion of the transition in period, the contractor shall have responsibility for all requirements covered under this contract. During transition in, a face to face meeting shall take place monthly, or more frequently, either at the Mark Center in Alexandria, Virginia or at the FEDSIM CO's location.

4.3.2 TRANSITION-OUT SUPPORT

The contractor shall provide Transition-Out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the contract. The contractor shall provide a draft Transition-Out Plan within six months of Program Start (PS) (Section 5.12, Deliverable 14). The Government will work with the contractor to finalize the Transition-Out Plan (Section 5.12, Deliverable 15) IAW Section 5. At a minimum, the Transition-Out Plan shall be reviewed and updated on an annual basis (Section 5.12, Deliverable 16). Additionally, the Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period (Section 5.12, Deliverable 16).

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Program management processes
- b. Points of contact
- c. Location of technical and program management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition of all PWS requirements
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless Transition-Out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the contract.

4.4 TASK 4: MILITARY ONESOURCE CALL CENTER SUPPORT

4.4.1 MILITARY ONESOURCE CALL CENTER OBJECTIVE

To encompass all resources and development of resources, processes, personnel, materials, training, equipment, and technology necessary to provide participants with unlimited access (via 24-hour, toll-free telephone and online/Internet) to stateside and international information, referral, and counseling services available through a centralized source.

4.4.2 MILITARY ONESOURCE CALL CENTER MINIMUM REQUIREMENTS

The contractor shall provide the staff, documented processes, procedures, and the technological infrastructure necessary to operate a 24/7 toll free Military OneSource call center within CONUS. This shall include a call center facility within 10 land/road mile radius of the Pentagon in Arlington, Virginia (VA), which shall allow for up to 50 tours of approximately 15 people a year and which shall have a conference room with video presentation capabilities that can accommodate up to 15 people.

The call center facility near the Pentagon shall be a fully-functional call center. The contractor will not be required to tailor its operations within this facility to any particular tour. Rather, the Government will tailor all Military OneSource tours around the operations of this facility. It is at the contractor's discretion as to whether this call center is its primary call center.

4.4.2.1 CALL CENTER TRIAGE CONSULTANTS

The call center triage consultants shall have, at minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling; and, possess strong customer service skills, knowledge of call center operations, and knowledge and understanding of military life. Call center supervisors shall, at a minimum, have three years of recent and relevant practical supervisory experience and a Master's degree from an accredited graduate program in a mental health related

field such as social work, psychology, marriage/family therapy, or counseling. Supervisors shall hold a current, valid, unrestricted counseling license/certification from any of the fifty states, the District of Columbia (D.C.), a U.S. Commonwealth, or a U.S. Territory that grants the authority to provide counseling services as an independent practitioner in their respective fields. Supervisors are preferably an International Employee Assistance Professionals Association (EAPA) Certified Employee Assistance Professional (CEAP) and have demonstrated counseling competence preceding their employment with the Military OneSource program.

The contractor shall have call center triage consultants answering calls and live chats and identifying the participant's inquiry or issue at which point a warm hand-off, a referral, and/or information is provided. A confidentiality statement shall be provided to all participants requesting and/or determined to be in need of non-medical counseling informing them that their information shall be kept confidential, except to meet obligations or to prevent harm to self or others such as suicidal thoughts or intent, a desire to harm oneself and violence against any person including sexual assault. Mandated reports include domestic abuse, child abuse or neglect, abuse of a vulnerable adult, and any present or future illegal activity.

4.4.2.2 MILITARY ONESOURCE CALL CENTER

The contractor shall maintain the current Military OneSource 800 number ensuring that a single number can be used by participants from any location world-wide to access the Military OneSource call center. The contractor shall be responsible for all costs associated with the toll free services including service provider fees and usage charges. The contractor's technical infrastructure provides back up call center capability with a Return to Operation (RTO) of five seconds or less for any catastrophic disaster or service interruption. The call center service shall include redundant back-up call capability with trained and experienced personnel and technical support capable of supporting toll-free stateside and international calls from Military OneSource participants.

4.4.2.3 WARM HAND-OFF

The procedures for a warm hand-off shall ensure that participants do not have to repeat their story or issue when a third party agency is engaged in the conversation. During the warm hand-off overlap, the call center staff, at a minimum, shall maintain a no-hold telephonic connection and convey pertinent information citing the participant's issue(s) and need of specialized services not provided by Military OneSource, and shall ensure a verbal connection is secured prior to exiting the warm hand-off telephone connection. No identifying information shall be provided without the expressed consent of the participant for a referral or warm hand-off (see Attachments 5 and 6).

4.4.2.4 SPOUSE EDUCATION AND CAREER OPPORTUNITIES (SECO) PROGRAM

The call center triage consultants shall answer calls for the DoD Spouse Education and Career Opportunities (SECO) program, which, including the SECO Career Center, is provided under a separate contract. If a caller is determined to be a military spouse calling for education or career information or counseling, or is calling for information regarding the My Career Advancement Account (MyCAA) program or Military Spouse Employment Partnership (MSEP) program, the call shall be transferred to a SECO Career Center counselor, via warm hand-off, during SECO Career Center regular operating hours of 7:00 a.m. – 10:00 p.m. Eastern Time (ET) Monday through Friday and from 10:00 a.m. – 5 p.m. ET on Saturday. The Military OneSource triage consultant shall establish an initial case record for the caller, in the Government provided CMS

(see Attachments 7, 8, and 44), so that the SECO Career Center staff shall be able to access the caller's information as the call is transferred.

For calls received from a military spouse for SECO, MyCAA, or MSEP outside of the SECO Career Center operating hours or for calls received during the SECO Career Center operating hours and a warm hand-off is unsuccessful after two attempts are made, Military OneSource triage consultants shall take a message and log the message in the CMS message queue to be returned by the SECO Career Center staff.

For calls received from a MyCAA School representative, MSEP Partner or corporation, Military OneSource triage consultants shall provide a warm hand-off and a telephone number, which shall be provided by the Government, to the SECO MyCAA School liaison team or the SECO MSEP Partner liaison team. For calls received outside of the SECO Career Center operating hours or for calls received during the SECO Career Center operating hours and a warm hand-off is unsuccessful after two attempts are made, Military OneSource triage consultants shall take a message and log the message in the CMS message queue to be returned by the SECO Career Center staff.

4.4.2.5 NON-MEDICAL COUNSELING SERVICES

For participants seeking non-medical counseling services, clinical assessments shall not be conducted, but a brief question and answer series is conducted to ascertain scope of care the caller requires. If the caller's situation is not appropriate for non-medical counseling, assistance shall be provided to the caller to receive referral information for a warm hand-off to TRICARE, a military treatment facility, a military support program such as the Family Advocacy Program (FAP) (see Attachment 26, Reference 39), Sexual Assault Response Coordinator (SARC) (see Attachment 26, References 41 and 42), Victim Advocate, or a community mental health resource. Community based information and resources should be researched for Guard and Reserve, who may not have health insurance or TRICARE Reserve Select (see Attachment 9).

4.4.2.6 SPECIALTY CONSULTANTS

The specialty consultants shall have, at minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling; and, possess strong customer service skills, knowledge of call center operations, and knowledge and understanding of military life.

For eligible participants seeking more in depth information on specific issues, specialty consultants shall be available to address core areas in services such as Special Needs, Adoption, Elder Care, Adult Disability, Education, Spouse Relocation and Transition Services, Building Healthy Relationships, Becoming a New Parent, Work Life, Document Translation, Peer-To-Peer Support, and Bulk Military OneSource Fulfillment Items (see Attachments 10, 11, 12, 13, and 22).

4.4.2.6.1 SPECIAL NEEDS CONSULTANTS

The contractor's Special Needs consultants shall have, at minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling. The Special Needs consultants shall maintain a minimum of 12 professional development hours per calendar year on topics related to adults and children with special needs. Special Needs consultations shall be offered, by appointment,

telephonically, and/or web-based or via the internet through web-based applications approved by the Government to include real-time audio/video secure connection.

The contractor's Special Needs team shall include subject matter expertise with both professional training and experience in disability law to assist military families in understanding the complex areas of educational law, and also in medical entitlements, military health care system, and TRICARE, special needs trusts/estate planning, and legal issues involving individuals with special medical and educational needs, but shall not provide legal advice.

Military OneSource audio recordings of Special Needs consultant telephone calls with program participants shall be saved by the contractor, for quality assurance purposes only, and destroyed 90 days after the recording was made.

With the participant's approval, the contractor shall obtain, directly from the participant, feedback after the initial Special Needs consultation; utilizing a Government provided feedback instrument to ensure a consistent high level of quality.

4.4.2.6.2 BUILDING HEALTHY RELATIONSHIPS

A focus on building healthy relationships shall be provided as a specialty consultation to eligible participants seeking to speak with an individual possessing the knowledge, training, tools, and resources to assist the participant in overcoming relationship challenges and enhancing family well-being. The contractor shall submit specialty consultation content to the Government for approval prior to implementation.

4.4.2.6.3 SUPPORT FOR NEW PARENTS

Support for new parents shall be provided as a specialty consultation to eligible participants seeking to speak with an individual possessing the knowledge, training, tools, and resources to assist the participant as they transition to the new life stage of becoming a parent. The contractor shall submit specialty consultation content to the Government for approval prior to implementation.

4.4.2.6.4 SUPPORT FOR TRANSITIONING VETERANS

Support for transitioning veterans and their immediate family members shall be provided as a specialty consultation to eligible participants seeking to speak with an individual possessing the knowledge, training, tools, and resources to assist the Participant as they transition to the new life stage of leaving the military. The contractor shall submit specialty consultation content to the Government for approval prior to implementation.

4.4.2.6.5 PEER-TO-PEER SUPPORT

Peer-to-Peer Support shall be provided as a specialty consultation to eligible participants seeking to speak with an individual possessing the experience, knowledge, training, tools, and resources to assist the participant with whatever issues and/or challenges they may be facing. The added dimension offered by the peer consultants is the personal, lived experience and understanding of the culture, values, and ethos of the military, as well as the ordinary and extraordinary challenges of military life.

4.4.2.7 WOUNDED WARRIORS

The contractor's wounded warrior consultants shall have, at minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling. As directed by the National Defense Authorization Act (NDAA) of January 2008 (see Attachment 26, Reference 52), specialty consultations for wounded warriors shall include identifying issues and coordinating with DoD, Veterans Affairs (VA), Department of Labor (DOL) and other federal agencies. The NDAA requires that DoD provide a secondary level of assistance to facilitate issues that are unresolved at the Service and other agency levels.

Specialty consultations for wounded warriors shall follow DoD provided protocols to respond to all wounded warrior inquiries involving a report of deficiencies to assure that referrals are submitted within one hour of receipt to designated individual(s) within the respective service wounded warrior program or VA to facilitate development of a plan of action within 96 hours of receipt of the call (see Attachment 13).

Consultations shall involve frequent information exchange to institute this directed response to wounded warriors and their families, to include coordinating with military services wounded warrior program representatives, VA, and TRICARE to resolve wounded warrior issues (e.g., long delays in obtaining appointments, significant geographic distance from facilities, or complaints about the quality of services they receive).

4.4.2.8 DOD SURVIVOR SURVEY

In response to Public Law 109-163 (NDAA FY06, Section 562(11), the contractor shall conduct a DoD Survivor Survey on a periodic basis, as directed by the Government, to learn more about experiences and satisfaction of Primary Next of Kin (PNOK) with the casualty assistance services provided to them. Estimates range between 75 to 80 PNOK contacts per month. The results shall help the DoD and Service casualty programs better support families of those who become deceased while in the military.

4.4.2.9 OUTBOUND CONTACT SERVICES

The contractor shall make outbound contacts to specific groups within the served population. Follow-up contacts shall be made in order to ensure that services delivered met the requirements, needs, and expectations of the participant. Approval to contact shall be obtained from the participant during their original request for assistance, ensuring the participant has provided confidential contact information. Additionally, in order to meet the changing needs of military members, their families, and the DoD, other specific outbound contact services may be added (e.g., to conduct surveys or provide emergency information) as directed by the Government.

4.4.2.10 INTERPRETATION AND TRANSLATION SERVICES

The contractor's technical infrastructure shall support simultaneous language interpretation capability. Contractor telephone integration shall include a process and capability to use simultaneous interpreters for telephone calls. Interpretation services shall be offered to participants using the call center in relation to a Military OneSource participant case for services. Document translation services shall also be available to Military OneSource participants. Examples of documents that may be translated through the Military OneSource program are:

- a. Adoption paperwork

- b. Birth Certificates
- c. Diplomas or Degrees
- d. Divorce Decrees
- e. Driver's Licenses
- f. Leases
- g. Marriage Certificates/Licenses
- h. Paperwork required by the U.S. Citizenship and Immigration Services
- i. School Transcripts

Examples of documents that are **NOT** eligible for Military OneSource translation services are:

- a. Medical documents or documents that contain medical terminology (e.g., vaccination records).
- b. Documents submitted on behalf of non-eligible Military OneSource members.
- c. Personal correspondence (e.g., letters, e-mails, cards).
- d. Marketing and promotional materials.

4.4.2.11 SECURITY ASSESSMENTS

The contractor shall provide security to protect the confidentiality, integrity, and availability of data In Accordance With (IAW) all applicable Federal laws, regulations, policies, and industry standards IAW appropriate access control, comprehensive intrusion detection, comprehensive and virus protection, formal incident response procedures, vulnerability monitoring and mitigation, and periodic (at least annual) third party security assessments to ensure ongoing effectiveness (see Attachment 14).

4.4.2.12 DATA COLLECTION AND STORAGE SYSTEMS

The contractor shall ensure that all data collection and storage systems, which provide for DoD level information and system security, protect the confidentiality, integrity, and availability of data in order of precedence with all applicable Federal laws, DoD regulations and policies, State laws, and industry standards. The contractor shall ensure that all electronic data collection and storage systems are designed with access control, comprehensive intrusion detection, and comprehensive virus protection. The contractor shall develop and implement formal incident response procedures, vulnerability monitoring, and mitigation.

4.4.2.13 CALL CENTER OPERATIONS

The contractor's technical infrastructure and telecommunication capabilities shall support 24/7 call center operations to receive both CONUS and OCONUS calls. The Government requires that Military OneSource call center operations are available 24/7 despite any natural or man-made disasters (see Attachment 26, Reference 37). In the event of a disaster, the Military OneSource shall serve as the primary DoD-wide information source.

4.5 TASK 5: WEB PRESENCE SUPPORT

4.5.1 RESTRICTED MILITARY ONESOURCE WEB PRESENCE

The contractor shall develop (similar to current site in style and format) and maintain a contractor owned web presence that supports online services offered **ONLY** to eligible

participants via a login (see Attachment 15). The web presence shall provide online and video non-medical counseling, health and wellness coaching, live chat, and other tools, applications, and resources such as the DoD Morale, Welfare, and Recreation (MWR) Library Resources and links to participant tax filing software, as approved by the Government. The web presence shall not provide any content or articles without prior Government approval.

The contractor shall provide an Information Technology (IT) Integration Plan (Section 5.12, Deliverable 23) that describes how the web presence shall interface and visually blend with the Government public website (militaryonesource.mil).

4.5.2 WEB PRESENCE INTERFACING REQUIREMENTS

The contractor's web presence shall meet the compliance standards of Section 508, Amendment to the Rehabilitation Act of 1973 for website, voice and data services, and content shall be available in English. At a minimum, compliance includes Telecommunications Device for the Deaf/TeleTypewriter (TDD/TTY) or other technical solutions. The contractor shall meet the following interface requirements:

- a. The militaryonesource.mil public website shall link to the restricted Military OneSource web presence.
- b. The web presence shall be consistent with the militaryonesource.mil style guide.
- c. The contractor shall provide a single entry point into the web presence with a secure login capability (see Attachment 15).
- d. The web presence access authentication shall be provided by the Government through web service(s) (see Attachment 15).
- e. The contractor's technical infrastructure and capabilities shall support 24/7 operations with resources available to both CONUS and OCONUS participants.
- f. The web presence shall use the ".org" URL domain space.

4.5.3 THE CONTRACTOR IS REQUIRED TO PROVIDE NETWORK REDIRECTION SERVICES TO REDIRECT MILITARYONESOURCE.COM WEB TRAFFIC TO THE MILITARYONESOURCE.MIL SITE

This web traffic redirection requires the ability to interrogate incoming .com requests and redirect them to the .MIL website. This web traffic redirection also requires the ability to redirect specific militaryonesource.com e-mail traffic to the main militaryonesource.mil address.

4.5.4 RESILIENCY APPLICATION SUPPORT

The contractor shall support and maintain the four resiliency applications listed below:

- 1) MoodHacker
- 2) LoveEveryDay
- 3) CoachHub
- 4) OurRelationship

Eligible Participants shall be able to link directly to these applications via the Government's public website (militaryonesource.mil). The contractor shall ensure that reporting on Participant usage is available.

The contractor shall provide a landing page (accessible via the Government's public website or behind the log in on the Military OneSource website) for use by participants to access a password protected, secure web-based self-directed OurRelationship application designed to decrease levels of relationship stress and improve overall relationship satisfaction for military couples. The focus of the OurRelationship application is asynchronous relationship support, with a complementary coaching component, for low to moderately distressed, at-risk military couples who are experiencing challenges in their relationship. Emotional acceptance, problem-solving, and behavioral exchange strategies shall be integrated as a way of enhancing relationship satisfaction. The online portion of OurRelationship shall focus on the following tasks: (1) observing the problem through objective feedback, (2) understanding the problem through objective analysis, and (3) responding by problem-solving and enacting behavioral change. Couples primarily will work separately and will have a conversation at the conclusion of each portion of the online application. Each couple shall be assigned a coach who helps guide them through the program, provide feedback, and address questions during scheduled video or telephonic appointments. The online application shall provide feedback to couples and offer suggestions for moving forward.

4.5.5 CHILDCARE SUPPORT SERVICES

The contractor shall provide a landing page behind the log in on the Military OneSource website for use by participants to access a password protected, secure on-line network of care providers within the Continental United States (CONUS), Alaska, and Hawaii. The focus of this task is primarily on child care, including hourly care. There shall be a toll-free number available to participants providing access to the network provider. The website shall provide a self-service solution that allows individuals to make all arrangements, including the hiring decision and payment of caregivers. Authorized users will be able to search for care providers, prescreened by the website provider, whose profile shall include background checks, references, reviews, pictures, and rates for services. The website owner shall refresh its database regularly to ensure that the information returned to the participant is reasonably guaranteed to provide vetted, active candidates.

On a monthly basis, the contractor shall collect and provide the following data in the Military OneSource Report (Section 5.12, Deliverable 18): Number of monthly memberships issued each month, Sponsor's Service Branch, as defined by DoD Directive (DoDD) 5100.01, and Sponsor's Status (Active Duty, Guard, Reserve, Veteran). Coast Guard memberships are limited to Coast Guard on active duty and activated reserve personnel deployed or mobilized under the Title 10 authority of the DoD. Veteran memberships are limited to retired or discharged active duty or reserve personnel for up to one year past the military separation or retirement date. Cumulative totals on each metric will also be reported each month for each calendar year.

4.6 TASK 6: INFORMATION TECHNOLOGY (IT) AND INFORMATION ASSURANCE (IA) SUPPORT

4.6.1 IT AND IA SERVICES REQUIREMENTS

The contractor shall provide expert level IT and IA support to establish, maintain, and enhance a robust, DISA/DoD compliant IA capability. The scope of this IA support shall include IA Program Management, Risk and Compliance Management, DoD IA Risk Management

Framework (DIARMF) Compliant Certification and Accreditation (C&A), Vulnerability Analysis, Assessment and Reporting, Security Engineering and Integration, and Security Incident Response (see Attachment 26, Reference 29).

The contractor shall submit to the Government written full risk assessments before modifications are deployed on systems and applications used for Military OneSource. The full risk assessments will be reviewed by the MC&FP Chief Information Officer (CIO) and Authorizing Official.

The contractor shall establish DIARMF compliant C&A packages on all contractor systems at a mission assurance category (MAC) level Three. The levels for Confidentiality, Integrity, and Availability shall be determined by the contractor and approved by the Government during the system categorization step of DIARMF. The contractor/subcontractor system is defined as any computer application, database, or host that stores or accesses Military OneSource participant PII.

The contractor shall establish a robust vulnerability management capability that ensures standardized vulnerability testing, analysis, and reporting.

The contractor shall provide an Incident Response capability that follows required reporting requirements and quickly isolates, investigates, and remediates security incidents.

The contractor shall meet all IA requirements IAW the most current DoD 8500 series of instructions. The contractor shall deliver compliant, applicable IA controls as listed in DoDI 8510.01 (see Attachment 26, Reference 10) and NIST SP 800-53 and assessment procedures from NIST 800-53A (see <https://rmfks.osd.mil> CAC/ECA required for access).

The contractor shall provide personnel appropriately certified to support the IA functions they perform IAW DoDD 8570.01M (see Attachment 26, Reference 33).

The contractor shall meet all IA requirements as defined in the DISA Security Technical Implementation Guides (STIGs) except as authorized in writing by the Approving Official (AO) (see <https://iase.disa.mil/stigs/Pages/index.aspx>).

The contractor shall demonstrate it possesses the knowledge and resources to achieve an IATO within 120 days of award. The full Authority to Operate (ATO) is required within 180 days of the date the IATO was issued. ATO will be authorized by the MC&FP CIO and Authorizing Official.

4.7 TASK 7: RETURN TO OPERATION (RTO)/DISASTER CONTINUITY OF SERVICES SUPPORT

4.7.1 RTO / DISASTER CONTINUITY OF SERVICES REQUIREMENTS

The contractor's restricted Military OneSource web presence shall meet an RTO of 24 hours for any catastrophic disaster or service interruptions.

The Government CMS application has a RTO of 24 hours for any catastrophic disaster or service interruptions. During all service interruptions, all participant information that should be entered into the CMS shall be gathered by an alternate procedure and entered into the CMS after RTO.

The call center phone system shall meet a RTO of five seconds or less for any catastrophic disaster or service interruptions. In the event of a disaster, either natural or man-made, the contractor shall be able to maintain normal call center operations with no loss of data. The contractor shall demonstrate capability for continuity of services to include redundancies for all

Military OneSource call center operations and systems. The contractor shall develop and implement procedures to address organizational policy to prevent loss of the call center services caused by disasters (see Attachment 26, Reference 37).

The contractor shall develop a test plan (Section 5.12, Deliverable 16) and execute it at least semiannually (with a minimum of at least three months between each test period) to ensure complete system shutdown is avoided and all Military OneSource call center operations remain available throughout any disaster or crisis situation. Results of each test shall be provided to the Government Information System Security Manager (ISSM).

The contractor shall describe the company's current Business Continuity Plan (BCP), which shall include when it was last tested and type of testing performed. The contractor's BCP shall provide no down time and no loss of data.

The contractor shall provide sufficient security to protect the confidentiality, integrity, and availability of the data IAW all applicable Federal laws, regulations, policies, and industry standards. Formal incident response, vulnerability monitoring, and risk mitigation procedures shall be documented and exercised annually.

Annual third party security assessments shall be performed to ensure the ongoing effectiveness of the IA programs and shall be provided to the Government ISSM. This shall be a security organization or company selected and paid for by the contractor.

The contractor shall ensure all data collection and storage systems provided for DoD information adhere to all applicable Federal Laws, DoD regulations and policies, State laws, and industry standards. The contractor shall ensure that all electronic data collection and storage systems are designed with access controls, comprehensive intrusion detection, and virus protection. All contractor users with root or administrator access (console/terminal access) to any equipment or applications belonging to or used by the Military OneSource program shall be U.S. Citizens.

4.8 TASK 8: NON-MEDICAL COUNSELING SUPPORT

4.8.1 NON-MEDICAL COUNSELING OBJECTIVE

To provide private, confidential, non-medical counseling utilizing a short-term, solution focused counseling model for eligible participants.

- a. Non-medical counseling services are available to all Service members and their families as specified in Section 2.1 of this PWS. **The Military OneSource program does not provide clinical mental health counseling, treatment, and/or therapy.**
- b. The contractor is responsible for ensuring Military OneSource staff and network providers adhere to the scope of practice for Military OneSource non-medical counseling (see Attachments 3 and 26, Reference 38). All network providers accepting Military OneSource non-medical counseling clients shall provide a signed contractor network provider agreement (contractor format) acknowledging adherence to practicing within the scope of Military OneSource services.
- c. Non-medical counseling is not intended to augment, or replace, existing military/civilian mental health support services, nor is it intended to bridge a gap in services to TRICARE or Military Treatment Facilities (MTF) (e.g. providing Military OneSource non-medical counseling services that are out of scope until participant shall obtain access to mental health services via any source to include Service or Component funded staff positions or programs).

- d. Non-medical counseling is an integral part of military and family support services that are targeted to ensure personal and family issues do not detract from operational readiness, to strengthen individuals and families by assisting them in the problem-solving process, and to increase individual and family member resiliency and confidence.
- e. Non-medical counseling is focused on a specific issue or concern and includes developing strategies and solutions, building on the participant's strengths, accessing support systems, and utilizing community resources.
- f. Non-medical counseling shall be delivered and maintained IAW commercial standards and professional EAP programs, to include additional aspects specifically pertaining to Military OneSource non-medical counseling scope of care and reporting mandates (see Attachments 3 and 5).
- g. Although neither Council on Accreditation (COA) nor Utilization Review Accreditation Commission (URAC) "accreditation" is a requirement of this program, their minimum requirements and standards shall be met for quality assurance (see Attachment 26, Reference 10).

Military OneSource non-medical counseling is intended to be solution-focused, short-term for defined problem areas amenable to brief intervention. Participants shall be screened for scope of care required (see Attachment 11). Services can be delivered in the traditional manner of 50 minute sessions in an office setting, face-to-face (CONUS only), to individuals, couples, and families. Non-medical counseling shall also be offered telephonically, over the Internet via secure instant messaging or via real-time audio/video secure connection, or any other innovative technical solutions as approved in writing by the Military Community Support Programs Team, to eligible participants worldwide. Appointments shall be available during normal network provider business hours, to include evenings and weekends, but shall not be expected to be offered 24/7. Though appointments are not expected to be provided 24/7, non-medical counseling sessions delivered telephonically, over the Internet via secure instant messaging, and by real-time audio/video secure connection shall be able to accommodate foreign time zones for participants located OCONUS.

Non-medical counselors may NOT self-refer for clinical mental health counseling, treatment, and/or therapy. At the time a participant is determined to need clinical mental health counseling, treatment, and/or therapy, the contractor is to provide a warm hand-off or referral directly to TRICARE or the MTF for Active Duty and their families. For Guard and Reserve members and their families, a referral to the VA, or assistance in utilizing their existing health insurance benefits, or assistance in obtaining community mental health resources for those with no health insurance to obtain clinical mental health therapy is expected. The contractor shall not imply or engage in self-promotion to secure clinical referrals from Military OneSource participants.

4.8.2 CONFIDENTIALITY

All employees, contractors, and subcontractors who shall have access to participant information shall be advised of the confidential nature of the information, that records are subject to the requirements of the Privacy Act of 1974, and that unauthorized disclosure of participant information may result in the imposition of possible criminal penalties (See Attachment 12).

4.8.3 INFORMED CONSENT

IAW DoD Instruction Number (No.) 6490.06 (see Attachment 26, Reference 38), Military OneSource staff and network providers shall provide informed consent information to the individual and/or family member during the initial counseling contact (see Attachment 12).

4.8.4 DUTY TO WARN/MANDATED REPORTS

The contractor shall maintain, implement, and adhere to established Government Military OneSource processes and procedures for its obligations, as it applies to Duty to Warn and Mandated report issues, in the event a participant reveals such information (see Attachment 16).

4.8.5 DOCUMENTATION

The contractor shall retain documentation as required on all non-medical counseling. Formal counseling case records including Personally Identifiable Information (PII) shall be maintained by the contractor. Case records (see Attachment 9) shall be immediately accessible to the Military Community Support Programs Team at all times electronically for quality assurance, response to Congressional inquiries or other requested reviews, and ad-hoc reports.

Formal documentation of all non-medical counseling pertaining to all Military OneSource participants is required to be maintained electronically in the Government CMS. Case notes (see Attachment 9) shall comply with legal requirements as required by state laws or regulations and shall be submitted in the Government CMS within 45 calendar days after each session. In the event of an adverse incident, the contractor shall follow prescribed policies and procedures listed (see Attachment 17).

Z-code indicators shall be documented in the activity report upon every contact with the Military OneSource network provider. In the event the issue is not documented to be reflective of a Z-code, the accurate diagnostic indicator shall be identified using the Diagnostic and Statistical Manual of Mental Disorders, Latest Edition code(s); and, the participant shall be referred for appropriate clinical support.

Case closure summaries (see Attachment 9) are required for all case records. Planning for case closure shall be clearly defined by the contractor, begins at intake, and involves the participant and others, as appropriate. When a participant has utilized the maximum allowable number of sessions, the network provider is responsible to assist the participant to obtain services that are appropriate and work with the person to identify other service options. Cases should be closed upon completion of services, and/or referral to another service/resource, or within 30 days of no contact, after three reasonable attempts have been made to reengage the participant.

A separate and distinct non-medical counseling case record is maintained for each participant that is never part of, or stored with any other participant-related record. The contractor's policy shall incorporate the Government's definition of a "participant," and address the following: when a new participant record is to be created; separation of Participant record contents when services are provided to individuals, couples, and/or families; and separation of participant record contents when services are provided to minors. The contractor's policy shall incorporate Military OneSource's policy and establish record-keeping practices based upon the definition of "participant" and address the following: compliance with federal and state regulations regarding confidentiality of record contents; disclosure protocols when the participant case record includes services provided to couples or families; and disclosure protocols when the participant case record includes services provided to minors. The contractor's policy and contract with their

network providers establishes ownership of participant case records. The case records are a product of the work contracted for the Government and, therefore, property of the Government. Case records consisting of the following shall be retained for the life of the contract:

- a. Non-Medical Counseling Records: The records include non-medical counseling service recipients' demographic information, brief assessment, assessment of personal concerns, and outcome summary.
- b. Other Program Records: The records include Military OneSource users' demographic information and an outcome summary of the interaction.

Military OneSource audio recordings of triage consultant telephone calls with program participants shall be for quality assurance purposes only and destroyed 90 days after the recording was made.

4.8.6 NON-MEDICAL COUNSELING REFERRALS

If the participant requests non-medical counseling during the initial contact, the contractor shall ascertain if the participant's issues are in scope for services (see Attachment 3).

If the participant's issue is in scope for services, they shall be directly handed-off to a Military OneSource network provider for face-to-face, telephonic, over the Internet via secure instant messaging or via real-time audio/video secure connection, or any other innovative technical solution as approved in writing by the Military Community Support Programs Team.

If the participant's issue is determined to be out of scope for Military OneSource services, a warm hand-off is required (see Attachment 5). The contractor shall attempt to satisfy the participant's provider preferences regarding age, gender, culture, and language when providing a warm hand-off or referral for non-medical counseling.

4.8.7 PARTICIPANT FEEDBACK

With the participant's approval, the contractor shall obtain, directly from the participant, feedback after the initial non-medical counseling session and after case closure; utilizing a Government provided feedback instrument to ensure a consistent high level of quality. Feedback opportunities shall be made to military members and their families in order to ensure that services delivered met the requirements, needs, and expectations of the participant and to document outcomes and effectiveness of the non-medical counseling services. Approval to contact shall be obtained from the participant on their original contact or request for assistance. At the direction of the Government, the contractor may be requested to utilize other additional feedback questions or instruments.

4.8.8 NOTIFICATION OF ADVERSE INCIDENT

The contractor shall develop, maintain, and execute a process for notification to the Military Community Support Programs Team within 24 hours of any situation or incident that could potentially generate media or other attention to the Military OneSource program (see Attachment 17).

4.8.9 REQUIREMENTS FOR ALL NON-MEDICAL COUNSELING

The contractor shall provide access to a national network that provides non-medical counseling to participants. The contractor shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for Service members and their families.

The contractor shall maintain procedures for responding to Duty to Warn and Mandated Reporting situations (see Attachments 9, 16, 18, and 26, References 39 through 42).

The contractor shall develop and implement an approach and processes to manage network providers, ensuring timeliness and efficiency, and avoiding disruption or degradation of services. This approach shall account for the complexities of network providers providing field services and shall also account for short notice or immediate requirements that require expedient response. The contractor's network shall ensure access to face-to-face counseling is within 15 miles or a 30-minute drive of the member's desired appointment location. Face-to-face, non-medical counseling in the traditional manner of 50 minute sessions in an office setting to individuals, couples, and families consisting of 12 sessions per issue is available only in CONUS (see Attachments 3 and 11).

Military OneSource staff and network providers shall verify eligibility for services, which shall include viewing a military identification card or dependent identification card and documenting this upon intake for face-to-face counseling sessions. Photocopying the identification card is **NOT PERMITTED**. Photocopying of a U.S. Government Identification card is a violation of Title 18, US Code Part I, Chapter 33, Section 701 and punishable by both fine and/or imprisonment (see Attachment 19). This requirement can be subject to change in the event eligibility can be confirmed and verified at triage utilizing the Government's CMS.

Eligible participants may receive up to 12 non-medical counseling sessions per person per issue at no cost to the participant (see Attachment 3).

4.8.10 CREDENTIALING

All network providers and supervisors shall have submitted required documentation and have undergone credentials review/verification by the contractor of all items in this section prior to performing under this contract. For a description of each position, see Attachment 20.

The contractor shall not utilize a network provider for non-medical counseling, at any location at any time during the performance of this contract, until a Criminal History Background Check and Fingerprint Check have been initiated (submitted to appropriate agency completing the check). The contractor personnel/providers who have previously received an acceptable Criminal History Background Check and Fingerprint Check shall provide proof to the prime contractor prior to performing under this contract. The level of Criminal History Background Check and Fingerprint Check shall be at a minimum the same level described in DoD Instruction No. 1402.5 (see Attachment 26, Reference 44) for all non-medical counselors/providers. Criminal History Background Checks and Fingerprint Checks shall be completed within 60 days of initiation. Parental approval, documented in writing, is required for all participants under the age of 18 receiving non-medical counseling services. Duty to Warn or Mandated report situations do not require parental/guardian approval in order to report to authorities (see Attachment 16).

Non-medical counselors shall have at a minimum a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling; hold a current, valid, unrestricted counseling license/certification from a State, D.C., a U.S. Commonwealth, or a U.S. Territory that grants the authority to provide counseling services as an independent practitioner in their respective fields; and possess demonstrated counseling competence preceding their agreement to perform under the Military OneSource contract. Counselors shall adhere to commercial and professional standards of practice set forth by Federal, state, and local laws, as well as relevant DoD/Military Branch of

Service and Component policies (See Attachments 17 and 26, Reference 38). All counselors shall be licensed, certified, properly credentialed to perform this requirement, and be compliant with the commercial industry accepted standards for the performance of EAP programs and non-medical counseling program guidance and scope requirements.

Credentialing for non-medical counseling (e.g., face-to-face, telephonic, video, and online) includes that the Military OneSource counselor **must be licensed in the State in which the participant is receiving the services**. If the participant is receiving telephonic or online counseling while located OCONUS, the Military OneSource counselor may be licensed in any state.

In addition to meeting the above requirements, the contractor's network provider supervisors shall have a minimum of two years of full-time counseling experience post-licensure; documented counseling supervision, oversight, and management experience; and demonstrated current counseling competence and preferably a EAPA CEAP having demonstrated counseling supervisory competence preceding their performance under the Military OneSource contract.

The contractor shall annually certify and be able to demonstrate (at any time) to the Military Community Support Programs Team or FEDSIM Contracting Officer (CO), in writing, that the counselors/network providers and supervisors licensure, credentials, proof of insurance, required experience, background checks, and fingerprint checks are current and proper for performance under this contract.

The contractor shall certify, upon award and the exercise of each option period, that all non-medical counselors and supervisors are properly licensed or certified, comply with the appropriate background check and fingerprint check requirements, and possess all other qualifications as indicated in the PWS **prior to beginning work with a Military OneSource participant**. The contractor shall maintain all non-medical counseling provider/supervisor certifications, background check, and fingerprint check documentation for the life of this contract, and it shall make them available for Government review at any time during performance.

In addition, as part of the certification process, the contractor shall use its best efforts to fully vet new personnel and/or newly-assigned personnel before performing under this contract to ensure that they are able to successfully perform his/her duties under the contract in a professional manner. This vetting process shall include reasonable efforts to determine if a counselor/network provider has ever been removed from performing on any other DoD non-medical counseling support services contract or terminated, removed, quit in lieu of termination, or otherwise prohibited from performing counseling services for any public/private employer.

4.9 TASK 9: HEALTH AND WELLNESS COACHING SUPPORT

4.9.1 HEALTH AND WELLNESS COACHING PROGRAM OBJECTIVE

The contractor shall provide information and guidance to service members and their eligible family members on achieving and/or maintaining optimal health and wellness, physical fitness, and establishing healthy habits. The Military OneSource Health and Wellness Coaching program is designed to educate and assist Service members and their families in improving and maintaining their health. Although COA or URAC "accreditation" is not required for this program's objective, their minimum requirements and standards shall be met for quality assurance (see Attachment 26, Reference 10).

4.9.2 MINIMUM REQUIREMENTS FOR HEALTH AND WELLNESS COACHING PROGRAM

The contractor shall provide health and wellness coaches that have at a minimum a Bachelor's degree from an accredited college program in a Health Science related field and demonstrated current coaching competence preceding their performance under this contract as a Military OneSource health and wellness coach.

Coaching sessions are provided, by appointment, telephonically, and/or web-based or via the internet through web-based applications approved by the Government to include real-time audio/video secure connection. Appointments shall be available during normal network provider business hours, to include evenings and weekends, but shall not be expected to be offered 24/7. Though appointments are not expected to be provided 24/7, coaching services shall be able to accommodate foreign time zones for participants located OCONUS.

The contractor shall utilize its best technical solution to provide health and wellness coaching that includes documentation of sessions, assessment, outreach and engagement, and goal setting. Sessions may be conducted pertaining to: Weight Management, Fitness and Exercise, Healthy Eating Habits, General Health and Wellness, and Military Physical Fitness Test.

4.9.2.1 CMS DOCUMENTATION

The contractor shall provide documentation in the Government CMS within 45 calendar days after each session on all health and wellness coaching cases. Formal coaching case records including PII shall be maintained by the contractor. Case records (see Attachment 9) shall be immediately accessible to the Military Community Support Programs Team at all times electronically for quality assurance, response to Congressional inquiries or other requested reviews and ad-hoc reports. The Government provided CMS does not provide an online health and wellness coaching platform.

4.9.2.2 REFERRALS

If the participant requests health and wellness coaching during the initial or ongoing contact, the health and wellness coach shall ascertain if the participant's issues are in scope for services for health and wellness coaching and does not warrant medical attention and/or intervention. At the time a participant is determined to need medical attention or assistance, the contractor is to provide a warm hand-off or referral directly to TRICARE or MTF for active duty and their families. For Guard and Reserve members and their families, a referral to the VA, or assistance in how to utilize their existing health insurance benefits, or assistance in obtaining healthcare resources for those with no health insurance is expected.

4.9.2.3 BACKGROUND CHECK

The contractor shall not utilize a health and wellness coach, at any time during the performance of this contract, until a Criminal History Background Check and Fingerprint Check have been initiated (submitted to appropriate agency completing the check). The contractor personnel/providers who have previously received an acceptable Criminal History Background Check and Fingerprint Check shall provide proof to the prime contractor prior to performing under this contract. The level of Criminal History Background Check and Fingerprint Check shall be, at a minimum, the same level described in DoD Instruction No. 1402.5 (see Attachment 26, Reference 44) for all non-medical counselors/providers. Criminal History Background Checks and Fingerprint Checks shall be completed within 60 days of initiation. Parental approval

documented in writing is required for all participants under the age of 18 receiving health and wellness coaching services. Duty to Warn or Mandated report situations do not require parental/guardian approval in order to report to authorities (see Attachment 16).

4.9.2.4 PARTICIPANT FEEDBACK

With the participant's approval, the contractor shall obtain directly from the participant customer feedback after the initial health and wellness session and after completion of health and wellness sessions, utilizing a Government provided feedback instrument. Customer feedback opportunities shall be made to military members and their families in order to ensure that services delivered met the requirements, needs, and expectations of the participant and to document outcomes and effectiveness of the health and wellness coaching services. Approval to contact shall be obtained from the participant on their original contact or request for assistance. At the direction of the Government, the contractor may be requested to utilize other additional feedback questions or instruments.

4.9.2.5 MILITARY COMMUNITY SUPPORT PROGRAMS TEAM

All program aspects of the Military OneSource health and wellness coaching program shall be discussed with and approved by the Military Community Support Programs Team. No modifications, processes, policies, or procedures can be implemented without written acknowledgement from the Military Community Support Programs Team.

4.9.2.6 ANNUAL CERTIFICATION

The contractor shall annually certify and be able to demonstrate (at any time) to the Military Community Support Programs Team or FEDSIM CO, in writing, that the health and wellness coaches' and supervisors' credentials, required experience, background checks, and fingerprint checks are current and proper for performance under this contract. This certification shall verify that the health and wellness coach has not experienced any terminations of performance under any other Government contract, suspensions, or any investigations. Health and wellness coaches, who have experienced any of the aforementioned actions, shall not perform services under this contract. The contractor shall certify, upon award and the exercise of each option period, that all health and wellness coaches and supervisors are in possession of education and experience required, comply with the appropriate background check and fingerprint check requirements, and possess all other qualifications as indicated in the PWS prior to beginning work with a Military OneSource participant. The contractor shall inform the Military Community Support Programs Team and FEDSIM CO of any health and wellness coaches that have been placed on probation and/or remediation or have been removed from the network and reason for removal.

The contractor shall ensure all health and wellness coaches are knowledgeable of each branch, as defined by DoD Directive (DoDD) 5100.01, physical fitness standards (see Attachment 26, References 46 through 51).

4.10 TASK 10: FINANCIAL COUNSELING SUPPORT

4.10.1 FINANCIAL COUNSELING OBJECTIVE

Service members and their families are responsible for their personal finances. Throughout a military career, Service members and their families may need additional support and assistance with financial stability, money management, anticipating financial impacts due to deployments

and relocation, and raising a financially stable family. Accredited and certified network counselors trained in financial matters shall provide personal and family financial counseling, planning, education, awareness information services, appropriate referrals, and assistance applicable to military families. Counseling services may be provided individually, to couples, and to families.

The goal is to assist eligible participants with personal financial management, provide financial counseling, and provide financial education to include appropriate guidance regarding the Service Member's Civil Relief Act (SCRA) Public Law 110-289 Housing and Economic Recovery Act of 2008 as well as other pertinent laws and policies (see Attachment 26, Reference 18). Some participants may require financial counseling to assist with establishing a basic level of financial literacy to develop good financial behaviors and habits. Financial counseling is not limited to 12 sessions per person per issue.

4.10.2 REQUIREMENTS FOR FINANCIAL COUNSELING

Military OneSource financial staff and financial counselors shall possess a Bachelor's degree and maintain a national certification as an Accredited Financial Counselor (AFC), Certified Financial Planner (CFP), Chartered Financial Consultant (ChFC), a national certification with the National Foundation for Credit Counseling (NFCC), or other nationally recognized financial counselor certification.

The contractor shall follow Government guidelines regarding employment and conflicts of interest. Financial counselors shall provide service delivery that meets the standards in DoD Instruction No. 1342.22 and assist Service members and their families with personal financial management (see Attachment 26, Reference 43).

The contractor shall inform the Military Community Support Programs Team and FEDSIM CO of any Military OneSource financial counselors that have been placed on probation and/or remediation or have been removed from the network and reason for removal.

This type of counseling shall be provided by appointment, telephonically, face-to-face or via real-time audio/video secure connection. Appointments shall be available during normal network provider business hours, to include evenings and weekends, but shall not be expected to be offered 24/7. Though appointments are not expected to be provided 24/7, financial counseling sessions delivered telephonically shall be able to accommodate foreign time zones for participants located OCONUS.

4.10.2.1 CMS DOCUMENTATION

The contractor shall provide documentation in the Government CMS within 45 calendar days after each session on all financial counseling. Formal financial counseling case records including PII shall be maintained by the contractor. Case records (see Attachment 9) shall be immediately accessible to the Military Community Support Programs Team at all times electronically for quality assurance, response to Congressional inquiries or other requested reviews and ad-hoc reports.

4.10.2.2 PARTICIPANT FEEDBACK

With the participant's approval, the contractor shall obtain directly from the participant customer feedback after the initial financial counseling session and after completion of financial counseling sessions, utilizing a Government provided feedback instrument provided at contract

award. Customer feedback opportunities shall be made available to military members and their families in order to ensure that services delivered met the requirements, needs, and expectations of the participant and to document outcomes and effectiveness of the financial counseling services. Approval to contact shall be obtained from the participant on their original contact or request for assistance. At the direction of the Government, the contractor may be requested to utilize other additional feedback questions or instruments.

4.10.2.3 REFERRALS

In cases of extreme financial hardship, threat of deprivation, or other similar circumstances, financial counselors shall ensure that participants are referred to appropriate, sanctioned military resources such as Relief Societies, installation banks/credit unions, Chaplains, other state, Federal, local, and veterans' organizations, and other resources as appropriate.

Military OneSource financial staff and network financial counselors shall provide individualized personal financial management, financial planning, and referral services when applicable, to participants. However, Military OneSource financial staff and financial counselors shall **never** give specific financial investment advice related to specific investment funds/opportunities.

4.10.3 MINIMUM REQUIREMENTS FOR TAX SUPPORT SERVICES

The contractor shall provide tax support that allows participants access to free electronic tax filing services for Federal and multiple state returns as well as telephonic tax consultations. Eligible participants shall be able to link directly to the electronic tax filing service via the Government's public website (militaryonesource.mil). The contractor shall also offer Tier I/Level 1 help desk capability for the tax filing service. The Tier I/ Level 1 support shall include help desk support for participant queries and issues with electronic tax filing.

4.10.3.1 SUPPORT OF VOLUNTEER INCOME TAX ASSISTANCE (VITA)

The contractor shall include a Site Identification Number (SIDN) field for Military OneSource tax returns filed at military Volunteer Income Tax Assistance (VITA) centers with the assistance of military VITA personnel. The SIDN shall be placed on tax returns identifying the VITA tax center where the return was prepared. The tax return, with the applicable SIDN information included, shall be successfully transmitted electronically to the Internal Revenue Service (IRS). Tax returns not prepared with the assistance of military VITA personnel at military VITA tax centers shall not need a VITA SIDN placed on the tax return.

4.10.3.2 TELEPHONIC CONSULTATIONS

The contractor shall offer telephonic tax consultations to assist participants with their tax filing questions and with completing their tax returns. Military OneSource tax consultants shall have, at a minimum, two years of experience as a tax preparer. It is desired that tax consultants possess a certification as an Enrolled Agent or Certified Public Accountant. Tax consultants shall understand military-specific tax issues, and shall provide information and education to assist participants in making informed decisions about their tax situation. The contractor shall not directly prepare tax documentation for an eligible participant.

4.10.3.3 CMS DOCUMENTATION

The contractor shall provide documentation in the Government CMS within 45 calendar days after each tax consultation session. Formal tax consultation case records including PII shall be

maintained by the contractor. Case records (see Attachment 9) shall be immediately accessible to the Military Community Support Programs Team at all times electronically for quality assurance, response to Congressional inquiries or other requested reviews and ad-hoc reports.

4.10.3.4 PARTICIPANT FEEDBACK

With the participant's approval, the contractor shall obtain directly from the participant customer feedback after the initial tax consultation session and after completion of tax consultation sessions, utilizing a Government provided feedback instrument. Customer feedback opportunities shall be made available to military members and their families in order to ensure that services delivered met the requirements, needs, and expectations of the participant and to document outcomes and effectiveness of the tax consultation services. Approval to contact shall be obtained from the participant on their original contact or request for assistance. At the direction of the Government, the contractor may be requested to utilize other additional feedback questions or instruments.

The contractor shall develop a list of Military OneSource most frequently asked/answered tax questions and provide these questions/answers to the Government. The contractor shall provide contact information to Military OneSource participants for local military installation tax service support. The contractor shall establish quality control procedures for tax service support specific to military tax issues.

4.10.3.5 MONTHLY USAGE REPORT

The contractor shall provide a monthly status on usage, by month and cumulative, for state and Federal filings and report this data IAW the Military OneSource Report and Financial Disbursement Report requirements (see Attachment 18). The contractor shall obtain Government approval of the Tax Assistance Support Plan (Section 5.12, Deliverable 04) for prior to implementation on the base period and each option period.

4.11 TASK 11: STRATEGIC OUTREACH SUPPORT

4.11.1 STRATEGIC OUTREACH OBJECTIVE

Strategic outreach materials and plans shall raise awareness of Military OneSource for participants with emphasis on Service members and their families, military leaders, and service counselors. Educational and informational materials build resiliency by providing participants with in-depth information and resources that support participant management of the challenges of military and family life.

4.11.2 MINIMUM REQUIREMENTS FOR STRATEGIC OUTREACH

The contractor shall provide educational and informational materials and referral information normally provided as part of EAP support services. The Military Community Support Programs Team shall periodically review a sampling of EAP materials to ensure applicability for participants. If any materials are determined to be unsuitable, the contractor shall remove these from the materials sent to this contract's eligible population. The contractor shall ensure the following:

- a. Materials shall be branded or identified in a manner directed and approved by the Government as Military OneSource materials.
- b. Materials shall be reviewed and updated to maintain relevance and accuracy.

- c. As directed by the Military Community Support Programs Team, the contractor shall replenish materials.

As directed by the Military Community Support Programs Team, the contractor shall provide content and facilitation for online webinars via a contractor-provided platform on topics of interest to the military community. All webinars shall be recorded and archived in compliance with Section 508, Amendment to the Rehabilitation Act of 1973. Estimates range between 35-40 webinars annually.

4.11.2.1 DISTRIBUTION AND SHIPPING

The contractor shall provide worldwide distribution services for all materials. Materials may be requested through the Military OneSource toll-free number or an online fulfillment application provided by the Government and shall reside on the militaryonesource.mil public website.

The contractor shall provide warehouse, inventory management (see Attachment 22) and distribution for all materials to include, but not limited to:

- a. All EAP provided materials (pamphlets, books, CDs, games, etc.).
- b. All existing Government owned Military OneSource materials (see Attachment 22).
- c. All Government developed or purchased materials specified by the Military Community Support Programs Team.
- d. Materials provided to Service members and their families as directed by the Government.

The contractor shall ship materials out within two business days from the receipt of the request using the most cost-effective, trackable method of delivery. The contractor shall notify the Military Community Support Programs Team (as part of the monthly status report) of preferred delivery method being used and provide justification for this choice.

4.11.2.2 EVENT SUPPORT

The contractor shall support approximately 300 annual events centrally approved and managed by the Military Community Support Programs Team and the events may consist of a Military OneSource presence at other Government initiatives. The events may consist of a contractor staff person operating an exhibit booth with Military OneSource materials and answering questions about the Military OneSource program, or only Military OneSource materials being sent to support the event. The Military Community Support Programs Team will review materials to be used at these events to ensure applicability with participants.

4.11.2.3 OUTREACH

The contractor shall provide outreach through Short Message Service (SMS) or Multimedia Messaging Service (MMS) messaging as directed by the Military Community Support Programs Team. Upon receiving direction and contact information for participants from the Government, the contractor shall prepare a draft message for the targeted group and submit it to the Military Community Support Programs Team for review and written approval.

In addition, the contractor shall:

- a. Update CMS participants profiles in CMS based on Opt-out requests.
- b. Notify the Government once participant profiles have been updated following each text messaging outreach.

- c. Track and report, to the Government within 1 business day of each outreach, the number of messages successfully delivered.

4.11.3 FULFILLMENT INTERFACE

The Government maintains an online catalog and ordering application used to distribute informational and promotional materials to Military OneSource participants and service providers by mail. These items are housed and mailed by the contractor. The contractor shall be capable of receiving Military OneSource client fulfillment requests originating from Government applications (see Attachments 22 and 23).

4.11.4 FULFILLMENT REQUIREMENTS

The Data requests shall contain PII that shall be protected. All PII data communications between the Government and contractor systems shall be encrypted. Communications shall be provided through a transactional Application Programming Interface (API) provided by the contractor that the Government can send the fulfillment requests to.

A monthly Fulfillment Report (Section 5.12, Deliverable 05) consisting of a catalog file, in Comma Separated Values (CSV) file format, shall be provided by the contractor listing the fulfillment materials being offered by the contractor to include the current number in stock and fulfillment materials processed in the previous month as well as Year to Date (YTD). The data shall be included in the Government's online fulfillment catalog for ordering through web service(s).

4.12 TASK 12: STATE CONSULTANTS SUPPORT

4.12.1 STATE CONSULTANTS PROGRAM OBJECTIVE

State consultants serve Service members and families from all Components with special emphasis on those who are geographically isolated from installation support. State consultants collaborate with existing family support resources to augment their activities and fill gaps where they exist. Services are delivered in local communities through collaborative partnerships with Federal, state, and local entities, enhancing community capacity to serve military families.

4.12.2 MINIMUM REQUIREMENTS OF STATE CONSULTANTS PROGRAM

The contractor shall provide 53 consultants to states and territories (i.e., 52 to states, two each for Texas and California; and one territory, Puerto Rico) to support increased outreach and coordination to Service members and families from all Components with special emphasis on geographically isolated service members and their families. State consultants shall hold a four-year college degree and possess five years of prior military experience as an active duty, National Guard or Reserve member (or as a spouse of a member), or relevant civilian experience and knowledge of Military Services programs (military departments and family service-type programs).

State consultants shall travel throughout the state, as directed and approved by DoD, to assess needs for support services and form relationships with community service providers.

Additionally, State consultants shall travel OCONUS, as directed and approved by DoD, to assess needs for support services and form relationships with community service providers.

The contractor shall inform DoD on the identified needs of military families in these states. State consultants shall also support on-demand events, as directed and approved by the Government. In an effort to reduce unnecessary travel expenses incurred by state consultants, the contractor shall provide local outreach assistants to staff events when possible. The events may consist of a staff person operating an exhibit booth with Military OneSource materials and answering questions about the Military OneSource program, or only Military OneSource materials being sent to support the event.

State consultants shall collaborate with programs and services to build coalitions and connect Federal, state, and local resources and non-profit organizations to Active Duty, Guard, and Reserve families. State consultants are prohibited from entering into any formalized agreements with Federal, state, local, military agencies, and non-profit organizations.

State consultants shall provide and document the following services and resources on a reporting form provided by the Government at contract award. State consultants, at a minimum, shall:

- a. Provide Service members and families with information and referrals.
- b. Develop and maintain a catalogue of Government approved family programs and support resources within each state. The contractor shall provide the catalogue monthly to the Government electronically.
- c. Identify problems and/or gaps in services/resources and determine methods to fill gaps and enhance existing support systems' efforts in collaboration with Military OneSource, DoD, State Joint Force Headquarters (HQ), along with civilian community resources to enhance community capacity.
- d. Provide support for events to increase awareness of military community services to include, but not limited to, Relocation Assistance, Non-medical Individual and Family Counseling, Personal and Family Life Education, Personal Financial Management (PFM) Services, Information and Referral Services, Deployment Assistance, SECO, Exceptional Family Member Services (see Attachment 4), Child Abuse Prevention and Response Services, Domestic Violence Prevention and Response Services, MWR Services, and Transition Assistance, when requested and approved by the Government.
- e. Participate in and facilitate collaboration between military and civilian agencies to improve coordination.
- f. Provide briefings and share information that brings related groups together to facilitate networks of volunteers, when approved by the Government.
- g. Provide support to unit/command and family support staff through briefings, information sharing, and training, when approved by the Government.
- h. The contractor shall provide IT equipment to facilitate daily operations and enable the state consultant mobility to perform required work functions.

(End of PWS)

5.0 SPECIAL CONTRACT REQUIREMENTS (552.212-4 ADDENDUM CONTINUED)

5.1 ANNUAL IA AND PII TRAINING

All contractor staff with access to view or manipulate Military OneSource data shall complete annual IA and PII training.

- a. Cyber Awareness Challenge: <http://iase.disa.mil/eta/>
- b. PII: <http://iase.disa.mil/eta/>

A monthly User Report (Section 5.12, Deliverable 20) shall be provided to the Government ISSM for all users of the Government CMS with the date each course was completed. This shall be in spreadsheet format.

5.2 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION

The contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of sensitive information. The contractor shall provide information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this program.

Anything made available to the contractor by the Government for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the FEDSIM CO.

If public information is provided to the contractor for use in performance or administration of this contract, the contractor, except with the written permission of the FEDSIM CO, may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for performance or administration, the contractor shall consult with the Military Community Support Programs Team and FEDSIM CO regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this contract may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and/or others.

The contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except as authorized by Military Community Support Programs Team or upon written approval from the FEDSIM CO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this contract and as directed by the Military Community Support Programs Team.

All data received, processed, evaluated, loaded, and/or created as a result of this contract shall remain the sole property of the Government, and it shall not contain any contractor information such as logos, company names or other references. The Government reserves all rights, including

copyrights, distribution rights, and other rights for all documents, data, or software developed in the performance of this contract.

5.3 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this contract.

- a. Program Manager (PM)
- b. Deputy Program Manager (DPM)
- c. Director of Call Center Operations (East)
- d. Director of Call Center Operations (West)
- e. Director of Non-Medical Counseling
- f. Director of Quality Control
- g. Director of IT/Communication Resources
- h. Information Security Manager
- i. Director of Strategic Outreach

The Government desires that Key Personnel be assigned for the duration of the contact. All Key Personnel shall be 100% dedicated to this contract.

5.3.1 PROGRAM MANAGER (PM)

The PM shall act as a single point of contact with the authority to speak and act on behalf of the contractor directly with the Military Community Support Programs Team.

- a. It is required that the PM has the following qualifications:
 - 1. At a minimum, a Bachelor’s degree from an accredited program.
 - 2. A minimum of ten years of experience as a program or project manager operating a similar program.
- b. It is desired that the PM has the following qualifications:
 - 1. Ten years of experience working in a military environment performing in a similar subject area (counseling, military support programs, etc.).
 - 2. An active EAPA CEAP or Project Management Institute (PMI) Program Management Professional, or Project Management Professional certification.

5.3.2 DEPUTY PROGRAM MANAGER (DPM)

The DPM shall assist the PM in managing this contract and shall act on behalf of the PM in their absence with the same contractor authority.

- a. It is required that the DPM has the following qualifications:
 - 1. At a minimum, a Bachelor’s degree from an accredited graduate program.
 - 2. A minimum of five years of experience as a program or project manager operating a similar program.
- b. It is desired that the DPM has the following qualifications:
 - 1. Five years of experience working in a military environment performing in a subject area (counseling, military support programs, etc.)

2. An active EAPA CEAP, PMI Program Management Professional, or Project Management Professional certification.

5.3.3 DIRECTOR OF CALL CENTER OPERATIONS (EAST)

The Director of Call Center Operations (East) shall be responsible for managing all aspects of call center activities performed under this contract.

- a. It is required that the Director of Call Center Operations (East) has the following qualifications:
 1. At a minimum, a Bachelor's degree from an accredited college or university in business management, mental health, or a related field.
 2. A minimum of five years of management or supervisory experience overseeing call center operations.

5.3.4 DIRECTOR OF CALL CENTER OPERATIONS (WEST)

The Director of Call Center Operations (West) shall be responsible for managing all aspects of West Coast call center activities during normal operations and all call center activities if other call centers are offline.

- a. It is required that the Director of Call Center Operations (West) has the following qualifications:
 1. At a minimum, a Bachelor's degree from an accredited college or university in business management, mental health, or a related field.
 2. A minimum of five years of management or supervisory experience overseeing call center operations.

5.3.5 DIRECTOR OF NON-MEDICAL COUNSELING

The Director of Non-Medical Counseling shall be responsible for overseeing all non-medical counseling, financial counseling, and health and wellness coaching programs.

- a. It is required that the Director of Non-Medical Counseling has the following qualifications:
 1. At a minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling, and possession of a current license at the independent practice level.
 2. A minimum of five years of management or supervisory experience in a similar program.

5.3.6 DIRECTOR OF QUALITY CONTROL

The Director of Quality Control shall ensure that all of the quality assurance programs, metrics, reports, and data are gathered, managed, and reported within contract standards and shall be responsible for ensuring compliance with credentialing and training of all personnel.

- a. It is required that the Director of Quality Control has the following qualifications:
 1. At a minimum, a Master's degree from an accredited graduate program in a mental health related field such as social work, psychology, marriage/family therapy, or counseling.

2. A minimum of five years of management or supervisory experience in a similar program.

5.3.7 DIRECTOR OF IT/COMMUNICATIONS

The Director of IT/Communications shall be responsible for all IT implementation and sustainment, information security, and communication resources deployed under this contract.

- a. It is required that the Director of IT/Communications has the following qualifications:
 1. At a minimum, a Bachelor's Degree from an accredited college or university in Computer IT, Business Management, Management Information Systems, Computer Science, or other IT-related field to include course work in information security and program or project management.
 2. A minimum of five years of management or supervisory experience in IT involving program or project management, information security, or IT operations.
- b. It is desired that the Director of IT/Communications has the following qualifications:
 1. Certified Information Systems Security Professional (CISSP) in good standing.

5.3.8 INFORMATION SECURITY MANAGER

The Information Security Manager shall be responsible for the implementation, management, security, and availability of all contractor computer equipment and personnel. This position shall be responsible for IA related training, operational procedures, documentation, and business processes required to obtain and retain official accreditation of the online resources by full compliance of DIARMF.

- a. It is required that the Information Security Manager has the following qualifications:
 1. Certified DoD 8570.01 – M – IAM Level III

5.3.9 DIRECTOR OF STRATEGIC OUTREACH

The Director of Strategic Outreach shall be responsible for all strategic outreach activities required to meet the contract requirements.

- a. It is required that the Director of Strategic Outreach has the following qualifications:
 1. Minimum of Master's Degree from an accredited college or university in Social Work, Behavioral Health Science or other related field.
 2. Minimum of five years of management or supervisory experience in a similar program.

5.3.10 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than personnel specified in the proposal submitted in response to the RFP or those approved by the CO after award of this contract, the contractor shall notify the FEDSIM CO and the FEDSIM COR. This notification shall be no later than fifteen calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

5.4 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this contract will be performed by the Military Community Support Programs Team.

5.5 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to contract requirements by the Military Community Support Programs Team. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the Contract. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

5.6 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the Contract, the contractor's quote and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected IAW the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this contract, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

5.6.1 For IT development, the final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

5.7 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section 5 - Deliverables or Performance) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

5.8 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO/COR will provide written notification of acceptance or rejection (see Attachment 30) of all final deliverables within 15 workdays (unless specified otherwise in Section 5 - Deliverables or Performance). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

5.9 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this contract, the Government will withhold the fixed price until the non-conforming products or services are remediated.

5.10 PERIOD OF PERFORMANCE

The period of performance for this contract is as follows:

Base Period:	May 1, 2019 – April 30, 2020
Option Period 1:	May 1, 2020 – April 30, 2021
Option Period 2:	May 1, 2021 – April 30, 2022
Option Period 3:	May 1, 2022 – April 30, 2023
Option Period 4:	May 1, 2023 – April 30, 2024

5.11 PLACE OF PERFORMANCE

Place of performance will be at various contractor facilities.

5.12 CONTRACT SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this contract.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

NLT: No Later Than

All references to Days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Abbreviations in the Government Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7015

The contractor acknowledges that all deliverables developed at the expense of the Government during the period of performance are the property of the Government. The contractor shall transfer to the Government all intellectual property which was developed, purchased on behalf of, or provided by the Government under the performance of this contract. All products and data developed under this contract shall be delivered with unlimited usage rights, as defined in DFARS clause 252.227-7015.

The contractor shall deliver the deliverables listed in the following table on the dates specified.

DEL. #	MILESTONE/ DELIVERABLE	CONTRACT REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Program Start (PS)		10 workdays after Award	N/A
01	Kick-Off Meeting Agenda	4.1.3	NLT 3 workdays prior to the Kick-Off Meeting	UR IAW 252.227-7015
02	Kick-Off Meeting	4.1.3	Within 25 workdays of Award	N/A
03	Kick-Off Meeting Minutes	4.1.3	Within 5 workdays after kickoff meeting	UR IAW 252.227-7015
04	Tax Assistance Support Plan	4.10.3.5	Within 5 workdays of PS and within 15 workdays of option period start.	UR IAW 252.227-7015
05	Fulfillment Report	4.11.4	Monthly (15 calendar day of the next month)	UR IAW 252.227-7015
06	Draft Program Management Plan (PMP)	4.1.3 and 4.1.4	Due at Kick-Off Meeting	UR IAW 252.227-7015
07	Final PMP	4.1.4	10 workdays after receipt of Government comments	UR IAW 252.227-7015
08	PMP Updates	4.1.5	As program changes occur, no less frequently than annually	UR IAW 252.227-7015
09	Trip Report(s)	4.1.6	Within 10 workdays following completion of each trip	UR IAW 252.227-7015
10	Final Baseline QCP	4.1.3 and 4.1.9.2	10 workdays after receipt of Government comments	UR IAW 252.227-7015

DEL. #	MILESTONE/ DELIVERABLE	CONTRACT REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
11	QCP Updates	4.1.9.2	As changes in program processes are identified	UR IAW 252.227-7015
12	Transition Status Report	4.3.1	Weekly	UR IAW 252.227-7015
13	Final Transition-In Plan	4.1.3 and 4.3.1	10 workdays after receipt of Government comments	UR IAW 252.227-7015
14	Draft Transition-Out Plan	4.3.2	Within six months of PS	UR IAW 252.227-7015
15	Final Transition-Out Plan	4.3.2	10 workdays after receipt of Government comments	UR IAW 252.227-7015
16	Transition-Out Plan Updates	4.3.2	Annually and then quarterly during final Option Period	UR IAW 252.227-7015
17	Data Dictionary	4.1.8.1	As requested by the Government	UR IAW 252.227-7015
18	Military OneSource Report	4.1.8.1	Monthly (15th calendar day of the next month)	UR IAW 252.227-7015
19	Financial Disbursement Report	4.1.8.1	Monthly (15th calendar day of the next month)	UR IAW 252.227-7015
20	User Report	5.1	Monthly (15th calendar day of the next month)	UR IAW 252.227-7015
21	Case Record Review Report	4.1.9.1	Quarterly (10th calendar day of the next month)	UR IAW 252.227-7015
22	Test Plan	4.7.1	As needed, minimally semiannually	UR IAW 252.227-7015
23	Information Technology (IT) Integration Plan	4.5.1	Within 15 days of Final Transition-In Plan Complete and then as needed	UR IAW 252.227-7015
24	RAND Study Record Collection	4.1.9.1.1	July 22, 2019 – First 25 calls/chats due July 29, 2019 – Second batch of 25 calls/chats due August 19, 2019 – Final batch of 100 calls/chats due	UR IAW 252.227-7015

DEL. #	MILESTONE/ DELIVERABLE	CONTRACT REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
25	Quarterly Contracting Report	4.1.8.1	Quarterly (10 th calendar day of the next month)	UR IAW 252.227-7015
26	Study/Evaluation Record Collection	4.1.9.1.2	Ad hoc after gov. support request	UR IAW 252.227-7015

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this contract. The Government reserves the right to treat non-conforming markings IAW Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7015.

5.13 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial contract, or any modification to the contract (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA (see Attachment 26, Reference 31).

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

5.14 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by email and removable electronic media, as well as placing in the Military OneSource designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- a. Text MS Word, Google Docs, Portable Document Format (PDF)
- b. Spreadsheets MS Excel, Google Sheets, Comma Separated Values (CSV)
- c. Briefings MS PowerPoint, Google Slides
- d. Drawings MS Visio, Google Drawings
- e. Schedules MS Project, Smartsheet

5.15 PLACE(S) OF DELIVERY

Copies of all deliverables shall be delivered to the FEDSIM COR at the following address:

GSA FAS AAS FEDSIM
ATTN: Doug Smith, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 320-9361
Email: douglas.smith@gsa.gov

Copies of all deliverables shall also be delivered to the Military OneSource TPOC. The Military OneSource TPOC name, address, and contact information will be provided at award.

5.16 NOTICE REGARDING LATE DELIVERY/ PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (see Attachment 25) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the program impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

5.17 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (see Attachment 1). The FEDSIM COR will receive, for the Government, all work called for by the contract and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the contract. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the contract.

5.17.1 CONTRACT ADMINISTRATION

Contracting Officer:

Kristen Jaremback
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (571) 289-6715
Email: kristen.jaremback@gsa.gov

Contracting Officer's Representative:

GSA FAS AAS FEDSIM
ATTN: Doug Smith, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 320-9361
Email: douglas.smith@gsa.gov

Technical Point of Contact:

Sarah Stein
Military Community and Family Policy
1500 Defense Pentagon
Washington, DC 20301

(b) (6)

Alternate Technical Point of Contact (ATPOC):

Kelly Smith
Military Community and Family Policy
1500 Defense Pentagon
Washington, DC 20301

(b) (6)

5.18 INVOICE SUBMISSION

The contractor shall submit Requests for Payments IAW the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Contract Number: (from GSA Form 300, Block 2)

Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)

FEDSIM Project Number: 2018088DE

Program Title: Military OneSource

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data IAW the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information System (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov. By utilizing this method, no paper

copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the client’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

5.19 INVOICE REQUIREMENTS

The contractor shall submit a draft copy of an invoice to the FEDSIM COR and Military OneSource TPOC for review prior to its submission to GSA. The draft invoice shall not be construed as a proper invoice IAW FAR 32.9 and GSAM 532.9.

The final invoice is desired to be submitted within six months of program completion. Upon program completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following:

- a. Contract Award Number (NOT the Solicitation Number)
- b. Contractor Invoice Number
- c. Contractor Name
- d. Point of Contact Information
- e. Current period of performance
- f. Amount of invoice that was subcontracted

The amount of invoice that was subcontracted to a small business shall be made available upon request.

5.19.1 TIME-AND-MATERIAL (T&M) AND LABOR HOUR (LH) CLINs (for LABOR)

The contractor may invoice monthly on the basis of hours incurred for the LH or T&M CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in the Standard Form (SF) 1449), by contractor employee, and shall be provided for the current billing month and in total from program inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the program to date.

- a. Employee name (current and past employees)
- b. Employee company
- c. Employee labor category
- d. Monthly and total cumulative hours worked
- e. Corresponding negotiated contract ceiling rate
- f. Hours incurred not billed by CLIN
- g. Total Amount Paid (Lump Sum) by CLIN

5.19.2 FIRM-FIXED-PRICE (FFP) and FIRM-FIXED-UNIT-PRICE (FFUP) CLINs

The contractor may invoice IAW the Continuation Sheet, Blocks 19-20, Schedule of Supplies/Services Section for the FFP and FFUP CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as

shown in the Continuation Sheet, Blocks 19-20, Schedule of Supplies/Services Section) and shall be provided for the current invoice and in total from program inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the program to date.

- a. FFP and FFUP period of performance
- b. Total Amount Paid (Lump Sum) by CLIN

5.19.3 T&M OTHER DIRECT COSTS (ODCs)

The contractor may invoice monthly on the basis of cost incurred for the ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions, in MS Excel format, are required.

- a. ODCs purchased
- b. Request to Initiate Purchase (RIP) number or identifier (see Attachment 28)
- c. Date delivery accepted by the Government
- d. Associated CLIN
- e. Program-to-date totals by CLIN
- f. Cost incurred not billed by CLIN
- g. Remaining balance of each CLIN

An approved RIP will be required for each purchase. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR.

5.19.4 OCONUS AND LONG-DISTANCE CONUS TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number, and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request identifier, approver name, and approval date (see Attachment 29)

- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs (rental car, air fare, etc.)
- j. Total charges
- k. Explanation of variances exceeding ten percent of the approved versus actual costs

5.20 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO IAW FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. If the contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- c. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether the contractor can continue to perform the contract, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- d. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government and the contractor may be found ineligible to continue performance of the contract. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (OCT 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

XX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.
 ___ (13) [Reserved]
 ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 ___ (ii) Alternate I (Nov 2011).
 ___ (iii) Alternate II (Nov 2011).
 ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 ___ (iii) Alternate II (Mar 2004) of 52.219-7.
XX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
XX (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
 ___ (ii) Alternate I (Nov 2016) of 52.219-9.
XX (iii) Alternate II (Nov 2016) of 52.219-9.
 ___ (iv) Alternate III (Nov 2016) of 52.219-9.
 ___ (v) Alternate IV (Aug 2018) of 52.219-9.
 ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
 ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
XX (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
 ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
 ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
XX (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 ___ (ii) Alternate I (Feb 1999) of 52.222-26.
XX (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
 ___ (ii) Alternate I (July 2014) of 52.222-35.
XX (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
 ___ (ii) Alternate I (July 2014) of 52.222-36.
XX (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
XX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
XX (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

XX (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

XX (ii) Alternate I (JAN 2017) of 52.224-3.

__ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

XX (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XX (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

XX (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

XX (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

XX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

XX (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

XX (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

XX (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (JUN 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) *Clauses.*

XX 552.203-71

Restriction on Advertising (SEP 1999)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of

any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-
REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it ☐does, ☒does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐does, ☒does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

ATTACHMENTS

ATTACHMENT NO.	ATTACHMENT DESCRIPTION
Attachment 1	COR Letter of Appointment
Attachment 2	Incremental Funding Table
Attachment 3	Scope Non-Medical Counseling
Attachment 4	Exceptional Family Member Program
Attachment 5	Non-Medical Counseling Warm Hand-Off
Attachment 6	Warm Hand Off and Referrals
Attachment 7	Example - Case Management System
Attachment 8	Case Management System Overview
Attachment 9	Glossary of Terms
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ATTACHMENT NO.	ATTACHMENT DESCRIPTION
Attachment 13	Wounded Warrior Consultation
Attachment 14	Contractor Security Interoperability
Attachment 15	Secure Login Process
Attachment 16	Duty to Warn and Mandated Reports
Attachment 17	Adverse Incident Policies
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Attachment 19	Security Bulletin
Attachment 20	Position Description Matrix Amendment 01
Attachment 21	Service Level Agreements (SLAs) Amendment 01
Attachment 22	Fulfillment Inventory Amendment 01
Attachment 23	Fulfillment Process
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Attachment 25	Problem Notification Report (PNR)
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Attachment 28	RIP Template
Attachment 29	TAR Template
Attachment 30	Deliverable Acceptance-Rejection
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Attachment 37	VOFS Non-Disclosure Agreement (NDA)
Attachment 38	Reserved
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Attachment 40	Data Dictionary Template
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ATTACHMENT NO.	ATTACHMENT DESCRIPTION
Attachment 42	Trip Report Template
Attachment 43	Reserved
Attachment 44	Case Management System (CMS) Call Center User Guide
Attachment 45	Wage Determinations: WD 15-4205 (Rev 9) - Allentown, PA WD 15-4281 (Rev 12) - Arlington, VA WD 15-5535 (Rev 6) - Bellevue, WA WD 15-4341 (Rev 11) - Chesapeake, VA WD 15-4897 (Rev 8) - Monroe, WI
Attachment 46	Revised (Rev 1) Small Business Subcontracting Plan